FIRST NATION LAND SURRENDERS ON THE PRAIRIES

1896–1911

Peggy Martin-McGuire

Prepared for the Indian Claims Commission

Ottawa
September 1998

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September 18, 1998

On behalf of the Commissioners and staff of the Indian Claims Commission, we are pleased to present this independent research study conducted by Dr Peggy [redacted] McGuire on the factors contributing to land surrenders on prairie Indian [redacted] the years 1896-1911.

The Indian Claims Commission is conducting or has conducted inquiries into the rejection of at least 15 prairie surrender claims from the period reflected in this study. This research project was designed to provide a broad historical context for the allegations raised by First Nations in relation to these surrender claims. To obtain more information on the large number of prairie land surrenders that were taken during this brief period in history, we commissioned Dr Martin-McGuire – a recognized expert with many years of field study and academic work on the history and specific claims of prairie First Nations – to conduct additional research on the subject. We also retained the services of Mr Richard Spalding to prepare an executive summary to assist the reader in gaining an understanding of this extensive and lengthy study of prairie land surrenders.

Dr Martin-McGuire's study was designed to identify the federal legislative and policy framework that prevailed from 1896 to 1911 and the extent to which social, economic, political, and cultural factors influenced the practices of key government officials and agencies with respect to the surrender of Indian reserves. Although there was limited information available to Dr Martin-McGuire on First Nations' understandings, attitudes, and values relating to surrenders, the report also relates the perspective of the First Nations where possible.

It is important for the reader to bear in mind that the following report and executive summary have been prepared on behalf of the Indian Claims Commission by independent consultants for information and discussion purposes only. The conclusions and observations contained in this report and summary are entirely those of the authors and do not necessarily reflect the views of the Commissioners or staff of the Indian Claims Commission.

FOR THE INDIAN CLAIMS COMMISSION

Daniel J. Bellegarde
Commission Co-Chair

P.E. James Prentice, QC
Commission Co-Chair

CANADA

Éd. Enterprise Building, Suite 400 - 427 ouest, av. Laurier Ave. West
P.O. Box/C.P. 1750, *Station/Succursale* "B", *Ottawa, Canada* K1P 1A2
Tel (613) 943-2737 *Fax* (613) 943-0157

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EXECUTIVE SUMMARY

The only way they can be induced to release their holding is by purchase . . .
Superintendent General Frank Oliver, House of Commons, 1906

The Indian Claims Commission is currently investigating several claims founded on allegations that historical surrenders of land reserved to First Nations under the prairie treaties were unlawful. The Commission's interest in prairie treaty surrenders between 1896 and 1911 stems, first, from the sheer number and size of the surrenders that occurred during this brief and shameful period in Canadian history. Over 100 surrenders of treaty reserve land were obtained by the Crown in this region between the late 1890s and the 1930s. In the study period alone – 1896 to 1911 – 21 per cent of the lands reserved to prairie First Nations were surrendered to the Crown to make way for western expansion and an influx of immigrants.[1] These lands had been promised under treaties signed only a few decades earlier, in the 1870s, and in many cases had been set aside just a few years before their surrender.

If the intensity of prairie surrender activity in this period draws the Commission's attention, so too do the emerging patterns that Commissioners have observed during inquiries into particular prairie surrenders. These perceptions have been reinforced by the Commission's findings in relation to two reports into prairie land surrenders inquiries, conducted while the Martin-McGuire study was in progress. In the Kahkewistahaw 1907 surrender report, and in the Moosomin 1909 surrender report[2] (whose recommendations to accept the claims for negotiation have since been adopted by the Minister of Indian Affairs[3]), the Commission found it critical to consider whether the Crown breached its statutory and fiduciary duties towards the First Nation in relation to the particular surrender in the broad light of practices, policies, attitudes, and objectives of the federal government which appear to have applied to many prairie surrenders of the time.

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[1] This percentage does not reflect the few cases in which the proceeds of sale from surrendered lands went to purchase substitute reserve lands or land was exchanged as a condition of the surrender.

[2] Indian Claims Commission, *Kahkewistahaw First Nation Report on the 1907 Reserve Land Surrender Inquiry* (Ottawa, February 1997); Indian Claims Commission, *Moosomin First Nation Report on the 1909 Reserve Land Surrender Inquiry* (Ottawa, March 1997).

[3] Announcement, Hon. Jane Stewart, Minister of Indian Affairs and Northern Development, December 19, 1997.

The rationale for this work is stated in the Terms of Reference for the study (reproduced as Appendix A):

> Many of these prairie surrender claims raise similar arguments relating to the validity of the surrender. First Nations often allege non-compliance with *Indian Act* surrender procedures, duress, undue influence, unconscionability, negligent misrepresentation, lack of informed consent, and breach of fiduciary obligations in the taking of the surrender itself and in the management and administration of the land and the proceeds after the surrender. In addition, they have alleged fraudulent conduct on the part of government officials. Case law relating to surrenders continues to evolve but the Supreme Court of Canada decision in *Apsassin* suggests these factual issues are relevant to whether there is evidence of "exploitation," "tainted dealings," or lack of informed consent between the Crown and Indians in the particular surrenders under review . . .
>
> In view of the importance of obtaining information relevant to the historical context of these surrender claims, the Commissioners have decided to conduct supplementary research into the broader context of these issues. Accordingly, this research project will survey the factors and policies involved in this intense period of surrender activity. Regrettably, the time available for the project precludes developing a useable database of the one hundred or more surrenders. The project will begin the work, therefore, by focussing detailed data collection on examples from the years 1896 to 1911. These initial surrenders, taken during the Laurier period and under a Minister of Indian Affairs who was also the Minister of Interior, helped to establish the pattern of prairie surrenders for the next two decades.
>
> The project is intended to assist Commissioners in their deliberations and to provide a broad historical context for the allegations raised by First Nations. It will attempt to identify the federal legislative and policy framework that prevailed from 1896 to 1930 and the extent to which social, economic, political and cultural factors influenced the practices of key government officials and agencies with respect to the surrender of Indian reserves. Where possible, it will identify First Nation's understandings, attitudes, and values relating to surrenders.

Time constraints limited Dr Martin-McGuire's study period to the years preceding 1911, at which point the surge in pre–World War I prairie reserve surrenders subsided.[4] The starting point of the study is 1896, the year Prime Minister Wilfrid Laurier and the Liberals were elected and Clifford

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[4] The next peak occurred after the war, when a series of surrenders were taken in order to grant land to veterans. This period of intense surrender activity, up to the 1930s, would be a worthwhile subject to study at a later date since Dr Martin-McGuire suggests that several of the trends she has identified became precedents for subsequent practice and policy.

Sifton became both Superintendent General of Indian Affairs (SGIA) and Minister of the Interior. With a few notable exceptions, such as the Passpasschase surrender of 1888, the year 1896 marks the beginning of the process of taking surrenders of reserve land in the Prairie Provinces.

The study focused on 25 prairie reserve surrenders made for the purpose of sale in this period, and the key elements of their historical context. The study examined constitutional and statutory provisions setting forth the Crown's obligations; terms of the applicable treaties; relevant case law; and legal opinions the federal government solicited and applied. The study also looked at prevailing Indian Affairs and other departmental policies governing Indians and reserve lands; key officials involved; significant field instructions provided by senior officials; pertinent administrative policies and practices followed in connection with surrenders; and relations between Department officials and local and regional parties that may have affected surrender transactions.

Other factors examined in Dr Martin-McGuire's study include trade, settlement, immigration, disease, loss of the buffalo, railway development, agriculture, and land speculation; the circumstances, assumptions, and attitudes determining Indians' and non-Indians' land needs; the identity of purchasers and assignees of surrendered lands; key non-government actors, if any; and influence of provincial governments, financiers, land speculators, land colonization companies, municipalities, railroads, clergy, and the general (non-Indian) public.

It was also important to the Commission that Indian interpretations of the treaties and surrenders be investigated as fully as possible within the limitations of a study of this kind. Dr Martin-McGuire endeavoured to report on Indians' understandings of the surrender transactions and their premises in particular, and the circumstances under which the Indian understandings could be expressed and acted upon. The study's coverage of this key element of the surrender context, however, was curtailed by the dearth of written records available. Dr Martin-McGuire reviewed the oral testimony of elders and other Indian witnesses from inquiry transcripts and other sources but was reluctant to offer interpretations on the limited amount of oral history available, which might be taken out of context. She cautions that the study relies primarily on written sources and that the First Nations' perspective on these matters requires considerably more research.

The Executive Summary that follows does not try to be comprehensive. It concentrates, first, on the broad political and economic factors that appear to have encouraged the Department of Indian

Affairs to induce First Nations to surrender reserve lands set aside pursuant to treaties signed only a few years earlier, and second, on three aspects of the surrender transaction typically associated with allegations of unlawfulness: the demand for surrender, the validity of consent to the surrender, and the terms agreed upon (including their performance).

In the 1870s, the Government of Canada negotiated various treaties with the aboriginal peoples of the prairies in order to protect them and their way of life in the face of an incoming tide of settlers from the east. One of the crucial ingredients these treaties promised was land that would be reserved for the Indians. And yet, less than a dozen years into the new century, almost a quarter of those valuable reserves that were considered essential to enable Indians to make the transition to self-sufficiency through agriculture had been surrendered back to the government. What were the forces driving these surrenders, and how were they accomplished in practice? Answers to these questions can be sought in a sampling of 25 surrenders and their surrounding circumstances during the surge in surrender activity from 1896 and 1911.

THE POLITICAL AND ECONOMIC BACKGROUND

An Imbalance of Power

Canada entered into Treaties 1, 2, 3, 4, 5, 6, and 7 during the 1870s with Indian peoples of the prairies who were facing the imminent collapse of their buffalo-hunting economy and a coming wave of non-native settlement. Both the government and First Nations considered it critically important to include provision for the economic welfare of Indians and their adjustment to an agricultural way of life.

Both parties stressed that the reserves to be set aside under the treaties should anchor the new agricultural livelihood of Indian peoples on the prairies. For the most part, Indian settlement on the reserves would precede white settlement, and the government expected that the Indians would choose their reserve lands for their agricultural potential.

As well, the federal government promised under the terms of the treaties to fund education, annuities, specified agricultural assistance, other supplies, and, in the case of Treaty 6, rations for the destitute. As part of its treaty obligations and general Indian policy at the time, the government supported the building of schools on reserves, and the development of farms, with the view to encouraging farming self-sufficiency.

After the treaties were signed, however, the relationships that evolved also reflected unilateral measures taken by the government, many harmful to the Indians' agricultural self-sufficiency on the reserves. Between 1871 and 1896, a series of policies and practices were adopted which placed the peoples newly settled on reserves in a position of extraordinary dependency on government and government officials. Behind these practices were the provisions of the *Indian Act, 1876*, and its successors, which regulated almost every area of Indian life, including matters as basic as who was entitled to be considered an Indian. The *Indian Act* derived not from the prairie treaties but from government measures developed in eastern Canada, and it applied to both treaty and non-treaty reserves.

The difficulties Indian peoples faced in switching their traditional economic base to an agricultural one were made worse by the "peasant farming policy" initiated in 1888. This policy, developed by Hayter Reed, the top bureaucrat in the Department of Indian Affairs, was based on the assumption that Indian farmers were not yet ready for modern machinery and would be better occupied in labour-intensive activities. Reed argued that Indians were at a backward level of social evolution, and ought not to miss the "peasant" step along the path towards industrial ways. Under the policy, money for farm machinery was withheld from Indians, reducing the Department's costs as well as forcing Indians to farm at subsistence levels, since large-scale farming was not possible without modern machinery and equipment. Some of the government's Indian Agents (the local officials responsible for implementing the Department's programs and policies on reserves) resisted this aspect of the policy, and it was scrapped in 1896. But where it was implemented, it left a legacy of underutilized land. In addition, a companion policy encouraged bands to divide their reserves into small plots so that Indian families could become landowners, similarly checking the expansion of farming on the reserves. These policies contributed to a stock of lands that officials would later consider "surplus" and therefore best surrendered for purchase by non-native farmers.

During the study period, the Department of Indian Affairs was headed in Cabinet by the Minister of the Interior, who also served in a dual capacity as the Superintendent General of Indian Affairs, and in its bureaucracy by the Deputy Superintendent General (DSGIA). Together, these two senior officials presided over Indian policy formation and implementation. This combination of responsibilities over Indian affairs and land sales designed to encourage western expansion gave them both the knowledge and the opportunity to control land dispositions across the West. One of the two deputies, James Smart, also held a cross-appointment in the Department of the Interior.

Because interests defended by the Departments of the Interior and Indian Affairs were often fundamentally opposed, politicians and officials who served simultaneously in both departments were placed in a situation where their public duties conflicted, often to the detriment of Indians. For example, Frank Oliver, a minister from 1905 to 1911, for a time held both portfolios. During the course of a parliamentary debate in 1910, Oliver was asked if it would not be in the best interest of Indians to rent their lands to settlers rather than to sell it outright. The questioner pointed out that this policy would allow Indians to retain the land as security for rent paid by the tenant settlers. Oliver replied that the government's policy was to populate the land with owners, and that any proposal involving tenancy, "no matter how attractive," would not be in the "best interest of Canada and the west."

Moreover, three of the four Superintendents General and Deputy Superintendents General of the Department of Indian Affairs during the study period used their positions for personal gain from the disposition of prairie reserve lands – a conflict of personal interest. According to the study, James Smart, DSGIA from 1897 to 1902, and Frank Pedley, DSGIA from 1902 to 1913, schemed together to buy land through intermediaries from several surrendered reserves. A federal Royal Commission later named Pedley as having profited from leases on the Blood reserve in Alberta. The same Commission showed that Oliver had acquired Indian lands through his son-in-law. The fourth member of this group, Clifford Sifton, Superintendent General from 1896 to 1905, was involved in the lucrative Saskatchewan Valley Land Company and had many close associates who were heavily involved in land speculation in western Canada. Many less senior officers and employees of the Department were also well connected to the business and political elites involved in western development.

The power of Indian Agents and other Department officials over life on reserves was impressive, and was an important influencing factor in the context of surrenders. Under the pass system that was employed after 1885, band members were required to obtain passes from the Agents in order to leave their reserves. This system served to restrict movement between reserves and to prevent political and religious gatherings. Agents also supervised spending and distributed housing, clothing, and rations. In all these matters, Agents were given a good deal of discretion, loosely supervised by regional Inspectors.

Under the *Indian Act*, Indian Agents were given the power to control agricultural production and sales, regulating not only the collective revenues of bands but also, through a permit system governing the disposal of livestock, timber, and grain, the income of individuals and families. Agents acted as magistrates in disputes, at the same time performing the role of prosecutor. Agents also exercised the government's power, acquired in 1895, to depose Chiefs and headmen who held their positions on the basis of band custom. In one case, in 1910, an Agent deposed the Cree leader, Piapot, over the protests of the Governor General of Canada, who deplored the paternalistic conduct of Indian Affairs officials in the West. The report cites 30 incidents of Chiefs or headmen on prairie reserves being deposed during the study period, many on the ground that the leader was adjudged a "bad influence." In oral statements, elders recounted that at band meetings the Agent present was viewed as the "boss," the person with the power to override decisions of the Band Council. There are several documented cases of Agents purchasing surrendered land, despite the *Indian Act* provision prohibiting such purchases.

When bands turned to independent legal counsel to press their claims, Department officials were known to refuse to deal with the bands' lawyers. This happened twice in the case of the 1907 Cowessess surrender, where the Department insisted instead on dealing with an Indian Agent who was later fired and accused of neglect. In the highly contentious surrender of St Peter's, a Commission appointed in 1906 named former Superintendent General Clifford Sifton's cousin, a prominent Liberal and railway lawyer, to represent the interests of the band members.

Western Development

Western settlement trends and economic conditions contributed greatly to Indian peoples' vulnerability to government policy and practice in the decades following the signing of the treaties.

During the treaty negotiation period, in the 1870s, western settlement by non-native people was sparse. Transportation was limited, and agricultural implements and seed varieties were inadequate for the short growing season and semi-arid conditions in many parts of the West. Following a depression and poor crop conditions at the beginning of the 1880s, however, the West began to recover economically. Between 1881 and 1891, the population of Manitoba and the North-West Territories more than doubled, rising to 250,000. The movement west followed the Canadian Pacific Railway (CPR), which had received a land grant from the government of some 25 million acres in 1881. The CPR had put in a more southerly route than planned, and this route greatly increased the value of land in the drier southern prairie.

After another depression in the mid-1890s, following several years of drought, conditions for western settlement again began to improve. The development of new farming methods and grain varieties, along with rising grain prices and better weather, led to an economic boom in 1896 and 1897. This change ushered in a period of considerable population growth. From 1901 to 1911, the population of Alberta and Saskatchewan increased fivefold, and Manitoba's population doubled. With the economic boom and expanded settlement came an increased demand for land.

During this same period, Indian peoples struggled. The settlement of Indian people on reserves occurred against the backdrop of the demise of the buffalo-hunting economy, the outbreak of contagious disease, and harsh weather conditions. Studies of the paylists used for annuity payments to Indian bands show that frequent and profound changes in band structure were occurring, as people sought leaders who might protect them. They also show population loss due to disease, starvation, and cold, particularly between 1880 and 1885.

The success of agriculture in generating income for bands varied from one reserve to another. Bands were often hampered by the imposition of the peasant farming policy described above. By the turn of the century, however, many reserves had begun to recover from the era of enforced small-scale farming and managed to expand production and increase diversification. Some began to buy machinery; others turned to livestock operations. This rebound occurred almost a decade after non-native prairie farmers had come to realize that large-scale production was a necessary condition to successful prairie farming and had expanded their farms accordingly. In the case of Indian farming, however, the recovery coincided not with the securing or expansion of the reserve land base but with the period in which treaty land surrenders began in earnest.

Government Measures to Promote Surrenders

As non-native interest in western lands increased, the federal government responded with a series of Orders in Council and amendments to the *Indian Act* which increased the government's control over reserve affairs and facilitated the surrender of treaty reserves. These measures stand to be viewed in the context of treaty understandings concerning reserves. While most prairie treaties did contemplate the consensual surrender of reserve lands to the Crown, both parties to the treaty negotiations treated the reserves under discussion as enduring homelands for Indian peoples. The subsequent government measures setting up surrenders of reserve land may indicate a fundamental shift in the federal Crown's Indian policy.

The stage was set in 1895 with amendments to the *Indian Act* that gave the Department broader powers to control band councils. While previously, Cabinet had the power to depose a Chief or headman of an elected council, the Department could now depose band leaders chosen by custom. The 1895 amendments also allowed the Department to spend a band's money on capital works without obtaining the band's consent. This included money from trust funds set up with the proceeds from sales of surrendered lands.

These legislative changes were reinforced by the policies implemented by Clifford Sifton, who took over the Indian Affairs and Interior portfolios in 1896. Sifton tightened the government's fiscal and social control of the reserves, with the goal of using education and economic development as means to eliminate the old tribal ways. Indian religions were suppressed, and Indian children continued to be placed in off-reserve boarding schools.

In 1906, the *Indian Act* was amended to raise from 10 per cent to 50 per cent the limit on the amount of the sale proceeds that could be distributed to bands after a surrender of their reserve land. The purpose of the amendment, according to Frank Oliver, Clifton's successor in the Department of Indian Affairs, was to help persuade bands to surrender reserve land. According to Oliver, this object was justified by the pressing needs of settlers and townspeople:

> Some weeks ago . . . it was brought to the attention of the House . . . that there was a great and pressing need of effort being made to secure the utilization of the large area of land held by Indians in their reserves without these reserves being of any value to the Indians and being a detriment to the settlers and to the prosperity and progress of the surrounding country. . . . [O]ne step that might be taken would be to provide

> for increasing this first payment to the Indians from ten per cent to as high as fifty per cent according to the judgement of the government. . . . Of course, the Indian Department or the government have no right or authority to interfere with their holding, although it is in excess of the amount contemplated by the treaty. The only way they can be induced to release their holding is by purchase, as they are proprietors in every sense. . . . The present conditions, (*sic*) when land is in demand, when towns are building up in many cases in close proximity to these reserves is certainly one which demands attention, and the purpose of this Bill is that it shall be given attention.[5]

The 1906 enactment gave the Department's desire to take surrenders priority over its policy of protecting band funds for the community's development. In practical terms, the amendment also made bands pay directly for farm machinery and rations, previously items for parliamentary appropriation. Oliver's assurance that the increased limit would not be distributed to Indians in the form of cash "to expend in any way they please" but would take the form of buildings, machinery, or other things "that will improve the condition of the Indians" was contradicted by departmental practice, which allowed lump sum cash payments to individual Indians on a per capita basis.

A related regulatory change occurred in 1910, when an Order in Council was made stipulating that interest from sales of surrendered lands could be distributed to bands rather than being placed in their capital account. The Order stated expressly that this would allow interest to be used for more immediate expenditures on farming operations and would lessen the need for parliamentary appropriations for this purpose.

In 1905 and 1906, Orders in Council were made specifically permitting cash from the Land Management Fund to be distributed to two bands which had surrendered their lands. Indian Affairs officials in western Canada understood the fund, which was maintained by imposing a 10 per cent charge on the sale of surrendered lands, to be a surcharge for the Department's handling costs in the sales of surrendered lands.

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[5] Such reasoning is consistent with the comment made by Oliver respecting the proposed Crooked Lake surrenders, noted in the Indian Claims Commission's report on the Moosomin surrender (p. 26): "of course the interests of the people must come first and if it becomes a question between the Indians and the whites, the interests of the whites will have to be provided for."

In a 1911 amendment that directly contravened the treaties, the *Indian Act* allowed the government to take reserve land without consent, where the reserve was in or near a town of over 8000 people, or where the land was needed for public purposes.

During the study period, there was also a pattern of exempting the sale of surrendered lands from the Regulations for the Disposal of Surrendered Indian Lands (the Land Regulations), passed in 1888. These regulations set limits on the amount of land a single purchaser could buy, set out the number of payments and the amount of interest payable, and established a minimum residency requirement of three years on purchased land, along with a condition that the land be improved. An Order in Council in 1899, made in connection with the Sharphead surrender, reduced the residency period to one year, with no improvements required. In 1903, the sale of lands from Roseau River was specifically exempted by Order in Council from the Land Regulations, apparently the first time this was done. By 1905, such exemptions had become common practice in sales of surrendered land. In 1906, the Land Regulations themselves were relaxed, easing the payment and interest requirements for purchasers of Dominion land in the three Prairie Provinces. The end result of these relaxed conditions on the sale of reserve lands facilitated rampant land speculation during this period.

THE DEMAND FOR SURRENDERS

Speculators or Settlers?

Most of the early demand for surrenders came from speculators and from politicians who endorsed speculation. Demand was rarely generated by local farmers, probably because there was an adequate supply of land to purchase and to homestead. The study's analysis of purchasers shows that sales of surrendered land before 1906 were predominantly to speculators in the first instance. In the first sale examined, the 1891 Passpasschase sale, only nine individuals bought land, none of whom were from the area. All were probably speculators. The government was questioned in the House for allowing this result to happen. In the Enoch/Stony Plain surrender of 1902, 80 per cent of the land went to two Edmonton merchants who were friends of Frank Oliver; only 12 quarter sections went to local purchasers apparently interested in farming the land. Carry the Kettle lands were purchased entirely by two buyers from outside the area. The Roseau River surrender of 1903 was an exception. There was considerable local settler demand for the fertile lands of this reserve, which was situated in a heavily populated area. Two-thirds of this surrendered land was purchased by local people.

The pattern of speculator-dominated demand continued into the later part of the study period, although local demand was increasingly important. The year 1909 marked a peak for sales in Indian lands. The economy was on an upswing from an earlier recession, land values were increasing, railway construction was picking up, and most of the desirable homestead lands were occupied. Still, buyers who were neither residents of the area nor farmers played a major part in purchasing surrendered lands.

The government also did what it could to increase settler demand by promoting western immigration from Canada, the United States, and Europe. The Interior Ministry's mandate in this period was to open up western Canada for non-native settlement. Interior Minister Sifton made extensive efforts to solicit immigration from abroad, starting in 1897. Interior Minister Oliver's policy of encouraging settler land ownership continued this trend, which Oliver viewed as directly linked to the pursuit of treaty land surrenders.[6]

Indian Affairs Officials' Personal Interests

Personal interest on the part of Department officials also played a part in generating demand for the surrender of Indian lands in this era, although more research is required to measure this influence.

It was not uncommon for Department employees, their families, and business associates to purchase surrendered lands, despite the fact that this practice was prohibited by the *Indian Act*. In the Cowessess surrender of 1907, no fewer than four Department employees purchased land. In some cases, senior officials were involved. In the sale of Enoch/Stony Plain land, tenders for every quarter were submitted under the name of George Angus by Frank Pedley, James Smart, and William White. White was a business associate of Minister Sifton who also held appointments in the Departments of Interior and Immigration. Pedley was the current DSGIA, while Smart had just finished serving in that capacity and was still Deputy Minister of the Interior. The three had formed a syndicate to purchase land from the Ocean Man/Pheasant's Rump and Chacastapaysin surrenders of 1901-02. They succeeded in purchasing most of the land, at prices far below the rate being paid for adjacent railway lands. Their involvement in these surrenders attracted the scrutiny of the federal Royal Commission known as the Ferguson Commission, which concluded in 1915 that the three had placed themselves in a position of conflict of interest.

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[6] The study notes that before he became Minister of the Interior, Oliver was the editor of the *Edmonton Bulletin* and an ardent advocate of reserve surrenders for the purpose of making way for non-native settlement. In this capacity and as a Liberal MP, Oliver himself was a major factor in pressing the government for some of the early surrenders in the Edmonton area, including Passpasschase, Sharphead, Enoch/Stony Plain, Michel, and Alexander. After the sale of the Passpasschase lands, Oliver announced in his newspaper that these lands had become a "tax-paying," not a "tax-eating" proposition.

At Enoch/Stony Plain, however, the offers of Pedley, Smart, and White were bested by John A. McDougall and Richard Secord, Liberal businessmen and friends of then MP Frank Oliver. The successful purchasers, who acquired some 70 per cent of the land for sale, submitted bids that largely matched the confidential valuation obtained by departmental officials. In a number of cases where a policy of confidentiality was in place, the supposedly confidential "upset price," or minimum price acceptable, appears to have been disclosed to well-placed insiders in advance of the sale.

In 1910, the Department issued a notice that no departmental officials or their wives or dependents should purchase Indian land. Any such purchase would be nullified and the official dismissed. Nonetheless, the record reveals a clear pattern of lower-level officials purchasing surrendered lands at this time. Apart from the examples mentioned above, however, the overall record is not clear regarding the involvement of more senior officials positioned to generate and then benefit from the demand. This is because information about purchasers is not always sufficiently detailed in the primary documents. The report recommends that, in order to determine whether senior officials were involved in conflicts of interest in connection with surrender demands, further research be done to reveal who ultimately acquired an interest in these lands.

Removing Reserves from Settled Areas

In the relative absence of "real" early demand for surrendered land based on land value, another factor in creating demand was the sense of discomfort many non-native people felt about having Indians near their settlements. This was particularly true of the surrenders in the Edmonton area, where Frank Oliver's *Edmonton Bulletin* led a vociferous campaign in the early 1880s to remove all Indians to a location farther from the city. "Now is the time," wrote the future Superintendent General, "for

Government to declare the Reserve open and show whether this country is to be run in the interests of the settlers or the Indians."

Another example can be seen in the events surrounding the St Peter's surrender. This surrender took place during a complex and protracted dispute over the status of 17,000 acres of river lots near the town of Selkirk, Manitoba. Tension between band members, who claimed the land formed part of the reserve, and occupants of the disputed land, who asserted it was private property, led to demands that the reserve be surrendered and its occupants moved away from Selkirk. Hector Howell, the man appointed by Minister Oliver in 1906 to head the Commission looking into the dispute, formed the same view. He was later to say about his involvement:

> I made up my mind that for the good of the Indian tribe beyond any question they ought to get off the reserve, and as for the neighbourhood it would be a vast advantage. I felt the Indian reserve there was a black spot.

Containing the Department's Costs

A key element spurring demand for surrenders was the Department's desire to contain rising reserve administration costs. This wish to contain costs coincided with a growing inclination to view such costs in isolation from treaty commitments. There had been numerous earlier attempts to cut costs through office closings and staff layoffs, which were unsuccessful.

In a 1900 debate in the House of Commons concerning the cost of rations and supplies for destitute Indians, a Conservative Member of Parliament made the point that these supplies were not "charity" but a treaty obligation. More typically in this era, however, the Opposition pressed the government to reduce its costs, arguing, for example, that government should respond to diminishing populations on many reserves by lowering expenditures. In 1901, Superintendent General Sifton acknowledged that the Department's expenditure was large, but asserted that it was necessary to "bring the Indians into a state of civilization or comparative civilization." Sifton often praised the work of Agent William Graham, especially Graham's use of withholding rations as an incentive to turn the Indians towards farming. In 1904, Sifton appointed Graham to the post of Inspector, noting how Graham's work had eliminated the need to distribute supplies to Indians in the Qu'Appelle area.

It was in this budget-conscious spirit that the Department began to use the sale of reserve land to generate an income from which the Department could pay for items it would otherwise have to provide under any but the narrowest interpretation of its treaty obligations. In 1902, Indian Commissioner David Laird suggested that money received from sales of the Enoch/Stony Plain surrender be used to discontinue departmental funding of rations and farm outfits. In 1906, the Department Secretary wrote to the Commissioner regarding his budgetary estimates, informing Laird that

> those bands which have surrendered lands and consequently have funds at their credit sufficient to supply their needs should not be provided for in the Estimates beyond the provision called for by Treaty stipulations. . . . Indians having funds of this nature at their credit should not any longer be a charge upon the country. Their interest moneys should be used to supply their wants.

In this period, the wording of surrender agreements gave the Department the final discretion and a trust obligation to control the spending and investment of land sales revenue.

The "Excess Lands" Rationale

During the study period, the Indian Affairs Department sought to justify the impact of reserve surrenders upon Indian peoples themselves. The rationale that emerged was that the Indians affected no longer required the full extent of the lands set apart for the bands under the treaties. There was a swift transition from a Deputy Superintendent's response to the prospect of the early Passpasschase surrender – that there was no need on the part of the Indians and that vast cessions had already been made at treaty – to the argument that reserves had been too large to begin with and that the need for reserve lands declined along with declines in population due to poverty and disease.

The conviction that many bands had more land than they ought to have appears to have originated with Hayter Reed's policy of allotting reserve land to band members based on individual needs, which in turn created the perception among politicians, bureaucrats, and the general public that the remaining lands were "surplus." This appears to have led to the view, soon prevalent in the Department, that as band populations declined, any land in excess of the per capita formula originally applied to the determination of treaty reserve lands should be surrendered back to the Crown.

The logic of the Department's view was followed to its extreme conclusion by Inspector J.A. Markle, who recommended in 1905 that when treaty reserve land became "surplus" in this sense because of a decrease in population, the land should be taken without consent. An 1886 Department of Justice opinion, however, had already ruled out this alternative, noting that the *Indian Act* required band consent for reserve surrenders. However, for policy purposes at least, the Department adopted the view – contrary to the clear intent of the treaties – that rather than guaranteeing Indian peoples a minimum economic base, the treaties placed a ceiling on lands to which their Indian signatories might be entitled, which should be adjusted if populations declined. The Department used a version of the "excess lands" rationale in at least 10 of the 25 surrenders studied.

A Department surveyor used the per capita formula from the treaty to press for the Crooked Lakes surrenders in 1899 on the basis of a quantity he deemed "surplus" to the bands' current requirements. Senior Department officials used the same rationale to justify pursuing the surrenders at Moose Mountain in 1901. By 1905, this was the explanation being offered by Superintendent General Oliver to the House of Commons to explain why the Department was pursuing so many surrenders of reserve lands on the prairies. Speaking about the surrender at Carry the Kettle, Oliver announced:

> At other places also efforts are being made to induce the Indians to part with portions of their reserve which they do not need, and for which they will receive the full prices that may be received by the government acting as their trustee. It is not possible for the government to enforce a surrender because the land is absolutely the property of the Indians.

The following year, Oliver stated flatly that the quantities of land reserved to bands under the prairie treaties "is in excess of the amount contemplated by treaty." The claim was not so much that a legal entitlement under the treaties had been exceeded as that the Indians on reserves currently containing more than the per capita share of land no longer possessed any moral claim to the "surplus." Oliver conceded that even the "surplus" lands are "absolutely the property of the Indians," and that even an oversized initial survey of treaty reserve lands would form the basis under the treaties of "the absolute sacred right of the Indians to that land." But he argued that, at the time the treaties were negotiated in Alberta and Saskatchewan, "land was of very little consideration." From a moral and policy point of view, carelessly oversized surveys, which he claimed were common, needed correcting, and a subsequent decrease in the Indian population "makes the disparity between the people and the land just that much greater." Oliver informed the House that fully one-third of the treaty reserve base in the three Prairie Provinces should be considered excess land on this basis. Surrenders offered the government the means to remedy what it portrayed as an inequity created by the technicalities of the *Indian Act* and the treaties.

At the same time, in most of the cases in which the Department invoked the "excess land" rationale for pursuing surrenders on inhabited reserves, bands were expanding their agricultural production, for these were the post-Reed years when prairie reserve farmers were regaining economic ground. Moreover, prospective purchasers prized the land in question for either farming or railway development. An example is the 1909 Moosomin/Thunderchild surrenders. The Moosomin reserve was located on excellent farming land, and the Band had achieved self-sufficiency by 1906. Interest in taking a surrender grew as non-Indian settlement increased in the area, followed by railway development across the reserve. Department officials took the position that Moosomin had a land deficit, while Thunderchild had a land surplus, and that the Bands should surrender both reserves to acquire two new reserves in a different location of a more appropriate size. In the end, the Moosomin Band acquired a new reserve of approximately the same size but of much inferior quality. In the words of William Graham, who was later appointed as Indian Commissioner, the new reserve was "practically useless as a farming proposition."[7]

In some instances, Department officials opposed proposed surrenders out of concern for the negative impact of a surrender on the band in question.[8] These appear in the study, however, as isolated cases. At least at the peak of the study period, the Department appears to have tended to downplay the negative impacts of prospective surrenders on the Indian party, in favour of benefits to non-Indian interests.

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[7] See also the Indian Claims Commission's report on this surrender, *Moosomin First Nation Report on the 1909 Reserve Land Surrender Inquiry* (Ottawa, March 1997).

[8] According to the study, Deputy Superintendent Vankoughnet initially recommended against the Passpasschase surrender on such grounds. The Department took the surrender nonetheless, shortly afterwards. Indian Commissioner David Laird, though prepared to pressure bands for surrenders he considered in their best interest, opposed a number of surrenders he felt would not benefit a band. The study suggests that this appears to have led to a common and successful practice on the part of William Graham, in particular, to circumvent the prairie Indian Commissioner when seeking approval for his surrenders from Ottawa.

Railway Development

As the case of the Moosomin/Thunderchild surrenders show, railway development was an important factor fostering demand for surrenders. Railway development raised land values in the vicinity and increased the attractiveness to speculators of reserve land located on or near prospective routes. In some cases, railway lines also led to a direct demand for lands by the railways for station grounds or by settlers and local politicians for a townsite.

Did the Bands Generate Surrender Demand?

An important question for the study was, to what extent did Indian bands themselves initiate the demand for surrenders?

In the 25 surrenders studied, Department officials reported nine cases of band-initiated surrenders. But it is difficult to trace the origins of the proposals in several of these cases. In the Alexander surrender of 1905 near Edmonton, for example, Inspector Markle reported a request for a surrender of about one-third of the reserve in return for fencing, stock, equipment, and a building. The Chief of the band, however, had been deposed by Cabinet order for "intemperance and acting as a bad influence" two years earlier, and had not been reinstated despite the urging of the Bishop of St Albert. The reported request came through the Inspector and was not in the words of any band representative, leaving unanswered the question of who made the request to Markle on behalf of the Band. The former Chief was reinstated the following year. In the 1905 surrenders of Mosquito/Grizzly Bear's Head/Lean Man, the demand purportedly came from bands for which there was no functioning band leadership at the time.

Apparently, some of these requests came after the band itself had opposed earlier proposals for the surrender. One example of such a reversal was the Michel surrender of 1906. After being unanimously opposed to the suggestion a few months earlier, the Band proposed a surrender that (taking account of another surrender given only three years earlier) brought to roughly 40 per cent the portion of the original reserve the Band had surrendered. Some researchers have suggested that the change of heart may have reflected frustration with the Department's restrictions on agriculture and its failure to provide the benefits promised from the earlier surrender. The demand for the land in this case may have come both from the younger farmers in the Band and non-Indian purchasers.

Several factors may have influenced bands to forward requests for surrenders to the Department. These include:

- dissatisfaction on the part of some band members with the band leadership;
- the influence on the band of outsiders suggesting surrender;
- the conduct of certain Department officials, who initiated and negotiated "requests" from the band;
- unmet needs of the band for farming supplies and implements.

The last factor was the reason given most commonly in band requests for surrenders. Yet it is not at all clear why such bands, most of whose capacity to expand their farming operations was increasing for the first time, might have decided to give up farming land. In the case of the 1902 surrender of Enoch/Stony Plain, for example, a delegation of band members, led by a deposed headman, suggested a surrender to Frank Oliver, still editor of an Edmonton newspaper, after Oliver had campaigned for the surrender. The reason for making the request, conveyed by Oliver to the Department, was the need for cash for fencing and outfitting. Yet, at the time, the Department held $42,000 in trust for the Band in its capital account from the Passpasschase surrender. In other situations, it was not uncommon during this period for Department officials negotiating surrenders to inform poorly capitalized bands that surrenders were necessary to obtain funds for farming supplies without making reference to treaty commitments.

The Swan Lake surrender of 1908, ostensibly requested by the Band, is an example of a request that was in fact negotiated by a Department official, in this case the Reverend John McDougall, who frequently initiated the surrender process in this way. Earlier in the same year, the Band had rejected McDougall's proposal of the surrender in question. McDougall then worked through the local farming instructor to have the Band submit a proposal. In other cases, McDougall would personally negotiate the terms of a band "proposal" to the Department. In some cases this move gave McDougall leeway to exceed terms that the Department would have stipulated had McDougall waited for instructions. However, McDougall's initial promises to the Band were not always included in the "proposals" drafted, leading to disputes after the surrendered lands had been sold.

CONSENT

The Debate over the Meaning of "Consent"

Treaty 1, the first prairie treaty signed, contained no provision for the surrender of reserve lands. Of the six other treaties discussed in the report, five contained provisions for the surrender of reserve lands with the consent of the Indians entitled to those lands. However, none specified how consent should be obtained, or the standard by which it should be measured.

By contrast, the first consolidated *Indian Act*, in 1876, specified that consent had to be obtained from the "majority of the male members of the band of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose according to their rules," with voting limited to resident members having an interest in the reserve. In the absence of a stipulated procedure or measure of consent to surrenders in the treaties, the *Indian Act* was considered binding on Department officials.

Although it was clear from the *Indian Act* that a majority vote was required, there was much debate within government circles as to whether the "majority" referred to in the *Act* was a majority of only the qualified members attending the surrender meeting or an absolute majority of all eligible members of the band. The debate surfaced several times between senior officials of the Departments of the Interior, Indian Affairs, and Justice between 1876 and at least 1939. Superintendent General Oliver defended the Peigan surrender in the House of Commons on the basis of the former interpretation, notwithstanding the fact that this view was unsupported by the text of the *Act* and effectively negated the treaties' requirement of collective band consent. In 1910, during debate on the St Peter's surrender, Oliver declared that this interpretation was the policy of his Department. Despite continuing differences within the Department as to the validity of Oliver's interpretation of the text, the Department repeatedly proposed draft amendments to the *Indian Act* between 1897 and 1909, all of which would have enshrined Oliver's position in the legislation. None of the proposed amendments were enacted.

Oliver's interpretation of the text was rejected by the majority report of the 1910 Manitoba Royal Commission into the St Peter's surrender, which also rejected a middle-ground interpretation, first advanced in 1876, that was finally settled upon by the Supreme Court of Canada in its 1972 decision in *Cardinal v. The Queen*. In *Cardinal*, the Court determined that the surrender provision, now contained in section 49 of the *Indian Act*, required that at least a majority of the eligible members be present at the meeting, and that a majority of those members present vote in favour of the surrender.

It was not until 1914 that the Department sent out formal instructions to officials in the field indicating a clear standard for establishing consent. Previously, most officials at this level simply received a copy of the Act. They often appear to have interpreted its requirement loosely. Adopting the position of the 1910 Royal Commission, the 1914 directive required that any surrender be supported by an absolute majority of eligible members of the band.

For most of the surrenders examined in the study, there is no indication of the standard by which the Department measured the consent recorded.

Obtaining Consent in Practice

Given the initial opposition of many bands to the idea of surrender, the questions arise, how was consent ultimately obtained, and upon what information were purported consents based?

The possible sources of prior band opposition include:

- an opposition to non-Indian settlement in proximity to reserve communities;
- a belief by the older leadership that the treaties protected reserve lands against sale and loss;
- a distrust of the Department;
- a belief that the land was and would be needed for the benefit of the community;
- the fear that agreement to surrender would lead to the loss of more reserve land in the future.

Indian leaders and band members were at a significant disadvantage in their land dealings with the Department. For the most part they had little experience with real estate and land development, and in their isolated state probably would not have been aware of factors affecting land value and speculation (outside limited access to local real estate prices). Government officials conducting negotiations, on the other hand, were well connected with the business and political community, possessed greater knowledge of the factors affecting land values, and exercised some control over leaders' access to outsiders, through regulation of mobility, and also over a range of inducements and perceived inducements, through their management of departmental funds.

The Measure of Consent

Little was recorded about the actual measure of consent in most cases. In the cases of Roseau River, the Michel surrender of 1906, and The Pas, no vote was recorded. In other cases, such as Mosquito, the fact that a majority of the members present at the meeting voted for surrender was noted, but not the size of the majority. Nor is there any mention of how many members were present relative to the total number of eligible band members.

There are a number of cases in which the record indicates that while a majority of voters at the meeting were in favour of the surrender, this was less than the majority of all eligible voters of the band. This was true at Enoch, where only 14 members signed the surrender document from a Band that had at least 35 eligible voters; at St Peter's, of 223 eligible voters, 107 were recorded as voting in favour; at Peigan, 40 out of 108 voters were in favour; and at Muscowpetung, 10 of 21 eligible voters supported the surrender. In the case of St Peter's, the Manitoba Royal Commission found that only half the band had the opportunity to hear the surrender discussions.

In some cases, there was uncertainty about who should be considered a band member for the purpose of voting on a surrender. In the surrender at Sharphead, for example, it was unclear whether some band members of the reserves had been unjustifiably deprived of their voting rights. A Department official determined that four band members who had transferred from the Band's new reserve at White Whale Lake to two other reserves had lost their voting rights by virtue of the double transfer. The rationale for this determination is unclear.

The popular view within the Department that surrender required only the consent of a majority of the voters attending the meeting implied that band members who had not attended a surrender meeting had given their tacit consent to the surrender. Yet this raises the question of whether absence from the meeting was the result of an informed decision, or even an informed decision based on the understanding that a surrender proposal would need a substantial show of support to pass. Did absentees know of the meeting, or of its purpose? Was adequate notice of the meeting and its purpose given? In view of how little is known about the circumstances surrounding most surrender meetings, there is generally room for doubt on this issue. In the Fishing Lake surrender, there are allegations that a faction opposed to the surrender was away hunting during the meeting.

The Quality of Consent

Was the consent obtained from the bands genuine?

Inducements, usually but not always monetary, were commonly used to sway reluctant band members to consent to surrender. Inspector S.R. Marlatt reported that at Roseau River in 1903, he was able to obtain consent only after offering an advance of $500 to the band as soon as the surrender document was signed. McDougall appears to have instituted the technique of cash distributions as a term of the surrender at Cote in 1905, where 5 per cent of the expected sale price was to be distributed to the Band within 30 days of the surrender. This required the Department to obtain an Order in Council to advance money from the Land Management Fund.

In the 1906 surrender of The Pas, Commissioner David Laird recommended that Marlatt be authorized to distribute more than 10 per cent of the band's capital following surrender, despite the legislated ceiling of 10 per cent on such distributions. In 1908, Laird received the surrender of the entire Thunderchild reserve after repeated meetings over a few days, with cash placed in open view on the table. At St Peter's, in 1907, as the vote on the surrender was taking place, Inspector Semmens shouted to the band members, "Who wants $90 let him go over there!" pointing to the location where those in favour of surrender were assembling.

William Graham was the official who appears to have used cash distributions at surrenders most often. At Cowessess, Graham reported, "I began paying these Indians their approximate one-tenth which was $66.00. This payment continued well into the night and for several days following." Elders of bands with whom he dealt attested that, like Laird, Graham literally placed money on the table in order to sway voters. At Fishing Lake, Graham issued payments of $100 per capita immediately after the vote, and then collected back some $4000 for the purchase of implements and supplies.

In several cases there are indications that cash advances or other financial inducements went to individuals, or differentially to different groups within a band. In the St Peter's surrender, Chief William Prince told his Band Council that in exchange for his support for surrender, he had been made promises that would make him "well off all the days of [his] life." The actual terms of the St Peter's surrender provided for a $5000 advance and grants of various amounts of land to individual band members depending on their status: the Chief received 180 acres, councillors and ex-chiefs 120 acres, and others 80 acres. (The Manitoba Commission ruled in 1912 that the lure of money at St Peter's had distorted the vote.) At The Pas, Marlatt agreed to a special cash payment to the Chief, along with a free deed to half an acre of land. Elder testimony refers to one case in which it was said that one man came into a surrender meeting and broke the tie, because he was offered money. Elder testimony also refers to William Graham's use of money as a "bribe."

Department officials also regularly used non-monetary inducements, sometimes offering to exercise the Department's administrative authority in consideration for surrenders. For example, the Chief of the Swan Lake reserve, after surrender, reported that the Reverend McDougall had promised in the negotiations that banned religious dances would again be permitted. The reinstatement of the Chief of the Alexander reserve following surrender has led some to assert that Inspector John Markle may have promised that he would recommend reinstatement if the surrender was successful. In the case of the Moosomin surrender, elders testified that Josie Moosomin, who was recognized as Chief two months after the surrender, was told by Commissioner Laird that he would not achieve this recognition unless the surrender went through.

There are also indications that intimidation was sometimes used. The interpreter present at the 1901 Ocean Man/Pheasant's Rump surrender meetings alleged that Commissioner Laird threatened to have the Band "driven out by the police" unless they agreed to surrender. (Such threats could have had no basis in law before the 1911 amendment to the *Indian Act* that permitted the taking of reserve lands in limited circumstances.) Oral testimony also asserts that William Graham threatened on occasion to take the lands by other means if a surrender was not supported.

Oral testimony by elders also points to a less direct form of influence: the fear that band members had of Department officials, particularly the local Indian Agent, on account of their sweeping authority. Elders report that such fear made people reluctant to challenge the word of the officials. Graham, particularly, was disliked and viewed with suspicion.

Another practice that casts doubt on the authenticity of consent in several cases is the use of repeated and prolonged meetings in order to secure surrender. This was alluded to above in the case of the Thunderchild surrender. After the Peigan surrender, Chief Butcher wrote to Superintendent General Oliver complaining that Inspector Markle had held multiple meetings until surrender was achieved. At St Peter's, where opposition to surrender was strong, some eight meetings took place between February and September of 1907. The final surrender meeting extended into a second day, and it was later alleged that alcohol and bribery had been used overnight to weaken the opposition.

Although St Peter's is one of the most controversial surrenders in terms of the way consent was obtained, it is the only surrender reviewed in the report for which there is a solid record of the Band's discussions leading up to the vote. In most other cases, the record of discussion is vague or non-existent. A typical example is the 1905 Alexander surrender. The surrender meeting occurred on December 29, 1905, but there is no record of the notice of meeting, the number and names of those attending, the substance of the discussions, or the number of members who voted in favour of surrender. In several other cases, it is not even certain whether a formal surrender meeting took place.

Despite the *Indian Act*'s lack of guidance on the matter, the Department adopted the practice of attempting to bar non-band members from surrender negotiations. Where successful, this practice weakened bands' bargaining positions by depriving them of independent advice and expertise. At Muscowpetung, Graham referred disparagingly to a local notary public, who was brought to a meeting by a dissident band member, as "a meddling half-breed." At Peigan, Inspector Markle was angered by the intervention of a lawyer acting for opponents to the surrender, and recommended amending the *Indian Act* to disallow the presence of anyone not authorized by the official taking the surrender.

There are signs that voters often did not fully understand the terms to which they were consenting. According to statements made later by band elders, for example, members sometimes believed that the band would automatically receive money for the surrender of land, because the government was purchasing the land.

The belief that money would be forthcoming regardless of whether the land was sold and payment collected from the purchasers is a recurring finding of the report. As proceeds from the sale of Peigan lands faltered, rations to the Band were cut off in 1917. In a meeting to discuss the Band's protests, Inspector Markle revealed that the Chiefs on the Peigan reserve believed that the surrender would produce cash on a continuing basis, whether or not revenue was generated by land sales. Opponents of the St Peter's surrender testified before the Manitoba Commission that the Band believed that the cash distributions mentioned in the surrender agreement were a firm promise and that, if necessary, the government itself would buy any unsold land in order to meet this commitment.

Misunderstandings were in some cases compounded by problems with translation. For example, the Manitoba Commission inquiring into the St Peter's surrender found that the surrender discussions were plagued by poor translation.

Misunderstanding of the precise terms of surrender was further compounded by the extensive use by Department officials of oral and written promises that were not reflected in the surrender document but were often crucial in obtaining the band's consent. McDougall's practice of making such promises in order to obtain a band "proposal" for surrender is mentioned above. In the case of Blackfoot/Siksika, the Band's consent to surrender was largely motivated by its desire to secure rations for the indefinite future, but this term did not appear in the surrender document. When land sales fell off, the Department proposed cutting back on rations. In a letter in support of the Band, Agent Gooderham stated that the Indians had been assured "again and again, by the Inspector, the Agent, and Staff as well as by the Missionaries on the Reserve, and by Members of Parliament and by visiting officials" that rations would be supplied. In a letter written to Inspector Markle, DSGIA D.C. Scott stated that a reading of the surrender showed that there was "no obligation whatever to provide this ration unless the funds are available." Markle replied that he had told the Blackfoot people before the surrender that the payment of rations was contingent upon the receipt of interest payments from purchasers of reserve lands. Markle stated that he believed the Indians had knowingly consented to surrender, but added:

> the clause in the surrender which reads "or in such other manner as the Government of Canada may deem most conducive to our welfare and that of our people" was not questioned . . . and I do not think that they were informed that the Government reserved the right to change any of the conditions contained in the surrender. My impression is that if they had then been so informed that a majority of the band would have refused to agree to the proposed release of land in question.

Inspector Marlatt also made verbal promises to the people of Roseau River in order to secure surrender over considerable opposition. It appears he promised a cash advance and annual interest payments. Neither appeared in the text of the surrender agreement. When no interest payments were forthcoming, the Band threatened to repossess the land. The situation was only resolved by an Order in Council in 1906. Marlatt had also made use of verbal promises at The Pas, to assure the Band that a certain percentage from sales would be distributed to band members. In that case, when the Band protested the failure to raise the distribution rate from the lower rate stipulated in the text of the surrender to the higher rate that had been promised verbally, the Department consented to amend the agreement in 1910 to more closely reflect Marlatt's promise.

Many Indians appear to have taken a different view from departmental officials of the significance of leaving a promise out of the written surrender document. In oral accounts of the surrender process, elders said they viewed surrenders as being akin to treaties, in that

- the terms were to last in perpetuity;
- Department officials were honour-bound to keep their promises;
- the fulfilment of terms was not contingent on the sale of land but upon the government's honouring the agreement, if necessary by buying the land itself;
- the surrender involved the band relinquishing land rights;
- the decision was taken at a meeting, in most cases, of both parties.

Although Department officials generally treated the surrender as a form of agreement, it was not unheard of for them to change the terms to be approved by Cabinet, following the surrender's acceptance by the band. This occurred in the Mistawasis surrender of 1911, where Agent Thomas Borthwick forwarded the surrender with a recommendation that an important term be altered. The original agreement called for an advance against proceeds from future sales for the purchase of machinery, thus giving the Band full ownership of the machinery itself. Borthwick decided that it would be preferable to use departmental funds to purchase the machinery, so that other bands would have access to it. This change was approved. Another example of this practice occurred at St Peter's, where the Manitoba Commission found that the surrender document had been altered following the vote.

The Procedure for Obtaining Consent

Under the *Indian Act*, band members had to consent to surrender at a meeting called for the specific purpose of considering the surrender. There is little in the record to indicate whether notice of this key event was adequate. In the only case where a fairly complete record of the process exists, the Manitoba Commission found in 1912 that there had been only one day's notice given for the St Peter's surrender meeting.

As noted above, in several instances there is no conclusive evidence that the meeting required by the Act ever took place. In Moosomin, elders testified that there was no meeting, and that people were simply asked to sign the document. Inspector Markle, at Peigan and Blackfoot, conducted votes by polling, leaving no record of whether a meeting took place.

The *Indian Act* also required that a surrender be certified before a judge or magistrate by a representative of the Department and "by some one of the chiefs or principal men" present at the surrender meeting and entitled to vote. In six of the surrenders examined in the study, there was no elected leadership at the time of the surrender, and the record does not show whether the signatories otherwise qualified as Chiefs or principal headmen. In one surrender, at Pheasant's Rump in 1901, there is no evidence of a vote of any kind having been taken; an interpreter subsequently attested that the people never consented to the surrender.

Formal Requirements for Processing Surrenders

Once a surrender was obtained, the *Indian Act* required that the document be signed by representatives of both sides attending the surrender meeting. The report cautions against assuming that the signatures represented consent: it is possible that band members voting against the surrender then signed in order to go along with the majority decision, or that, where advance payments were being offered, the signatories believed they had to sign in order to receive payments.

In many of the surrenders covered in the report, the statutory declaration by the parties' representatives before a judge or magistrate is the only evidence of consent. This declaration was the primary means the Department used to verify that the surrender was validly taken. But although the declaration was evidence of consent, it did not in itself establish consent, and the Department was not in the practice of going behind this testimonial to determine the validity of the consent represented.

The surrender document and sworn declaration were then submitted for Cabinet approval, which would be made through an Order in Council. In some instances, such as the Mistawasis case, the surrender was submitted with the recommendation that it be accepted with modifications.

THE AFTERMATH OF SURRENDERS

The Department's Interests

All of the surrenders discussed in the report contained a clause stating that the Department would sell the land "upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people." As a result, while the government had the responsibility to dispose of the land on terms that would benefit the band, it also had the authority to determine what those terms would be. The Department tended to resist Indian demands to have a say in determining the minimum price below which the land could not be sold. This was the case, for example, in Mistawasis, where the Band urged a $15-per-acre minimum. This was overruled by the Agent, who valued the land at $12.

The Department also tried to include terms that gave the government control over the spending of land sale revenues, often with a view to reducing departmental costs. In the case of Carry the Kettle, the terms specified a variety of uses to which the proceeds from sales would be put, including reimbursing the Department for money spent on a wire pasture fence. When the Band complained some two years after the surrender that it had received none of the promised cash distributions from interest generated by land sales, the Department Secretary replied that the surrender said nothing about cash distributions, only that the money would be managed in the Band's interest. Inspector Graham, who had taken the surrender, denied setting the condition asserted by the

Band. Noting that principal could be made available for emergency distributions, Graham recommended in this case that the interest be allowed to accumulate for several months until the fall, and then be used to aid the destitute. The Department sided with Graham, and agreed to allow the interest to be used for rations and clothing for the old and destitute, thereby sparing the Department this particular expense.

The Department's desire to control the use of land sale revenues also appears to have been influenced by its trust responsibility to manage the funds in the bands' best interests. This can be seen in its reaction to Band protests about poor distributions from Roseau River and The Pas (in 1903 and 1906 respectively) based partially on verbal promises made by Inspector S.A. Marlatt. When the Band at The Pas protested the small distributions made from sale proceeds, Department Secretary McLean initially resisted honouring Marlatt's promise of a 30 per cent distribution, on the basis that the larger per capita distribution would not be in the Band's best interest. Later, he agreed to a compromise of 25 per cent, which led to the surrender agreement being amended in 1910 to increase the distribution rate.

In many instances, the Department believed that the interests of the Indians would be better served by directing the proceeds of land sales towards the bands' capital accounts than by distributing cash to individual band members. The 1906 Order in Council that required the Department to pay for some of Marlatt's promises to the Roseau River people stated that Marlatt had verbally promised band members annual distributions of interest from land sales. In a succinct statement of the Department's view of its obligation to protect the capital and interest derived from land sales from distribution to the Band, the order went on to say that Marlatt had made these promises because he was unaware of departmental policy:

> [Marlatt's promise] was made without knowledge of the fact that the Department of Indian Affairs has for many years capitalized the interest on these deferred payments [for surrendered land] as well as the principal sum. This practice was doubtless adopted in what was considered the best interests of the Indians as it would tend to build up their capital funds and render unnecessary the distribution of relatively large sums of interest which had been found to be of no particular benefit, and, in some respects, to be a positive detriment to the welfare of the Indians. On the other hand the building up of capital which might, from time to time, be used in permanent improvement on the reserve would better conserve the interests of those interested in the fund.

When Superintendent General Oliver explained to the House of Commons the 1906 amendment to the *Indian Act* that raised the ceiling on the distribution of a band's capital, the government presented itself – and in some measure, attempted to act – as the trustee for the collective welfare of the band, even while it was moving to permit greater distributions to individual band members. The report notes that, in fact, Oliver's amendment allowed the Department to place its perceived need to take a surrender above the need to protect band funds. As noted above, Oliver's assurance to the House that distributions would not take the form of cash fell by the wayside in the surrender activity of the next few years.

Band Complaints

The objections and complaints made by Indian leaders about the implementation of surrender terms can largely be grouped around the themes of (1) payments being either too slow, too little, or nonexistent, and (2) the use to which the government insisted the money be put.

Payments many bands believed they were entitled to were in fact contingent on the land being sold and the payments from purchasers collected. The complaints by band members at Roseau River, Carry the Kettle, Swan Lake, The Pas, St Peter's, and Peigan concerning payments have already been described.

The Cowessess people also complained about unreceived payments, and linked them to the Department's having held a late auction and agreed to defer many buyers' payments. Similar complaints about the department's slow handling of land sales were made by the people of Fishing Lake, who, as Inspector Graham acknowledged in 1909, had been led to believe at the time of surrender that the government would soon take steps to sell the land and use the proceeds to help the Band start farming. The Blackfoot Band, which also disputed the cutting off of promised rations, complained that the Department was lax in selling the land and in collecting payments from purchasers. This was alleged by a lawyer acting for the Band, who argued that the Department was honour-bound to carry out the conditions of the surrender.

The protests of the Cowessess, Fishing Lake, and Blackfoot Bands raise the issue of the Department's conduct of land sales. There were many protests at the time about the lack of competitiveness of land sales. Critics pointed to the fact that advertising was often limited to Liberal newspapers and that some land sales were held at less than ideal times in terms of market demand. Before 1905, most surrendered land was sold by tender rather than by auction, giving Department officials more latitude over selection of the winning bid.

The report indicates as well that many land sales show a pattern of lack of diligence in pursuing collections from purchasers, and a tendency to grant payment deferrals to political or business associates of government officials. In some cases, especially when western land values began to decline, purchasers failed to pay the full purchase price and the Department did not collect the total amount due. In 1906 there was a striking disparity between the prices obtained for surrendered lands and higher rates at which other land was sold to the public by the government, the Hudson's Bay Company, and the railways. There was repeated criticism of this phenomenon in the House of Commons over the next few years.[9]

The second main issue of concern to the bands was the fiscal control exercised by the Department over the money it collected. Bands tended to be surprised when money from interest payments went to repay cash advances made by the Department at the time of surrender. This troubled the Samson Band, which some five years after the surrender had received only one-third of the per capita distribution it had been promised, because the advance had still not been recouped. The Band asked the government to purchase the unsold land itself in order to make up the shortfall. The Cote Band threatened legal action in 1909, claiming that it had not understood that payment of interest was contingent on paying off the cash advance made in 1907. It was supported in this claim by Inspector Graham.

The people of Carry the Kettle expressed dissatisfaction with Graham's recommendation that interest derived from land sales be used to pay for rations for the destitute and elderly rather than being applied towards cash distributions. And the lawyer representing the Cowessess people argued that the Department should not use sale proceeds to fund medical expenses, as this was a treaty obligation.

In other instances, the complaints concerned the government's preference for earmarking interest payments to the band's capital account. This was one of the Band's concerns in the Roseau River dispute. In a similar vein, the people of Fishing Lake were surprised to learn that livestock purchased with surrender funds were band, rather than personal, property. Finally, in both the Mistawasis and the 1907 Cote surrenders, the Bands demanded cash distributions in order to pay off their debts. In both cases the Department refused, responding that debts should be paid off through wage work and sales of cattle and grain.

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[9] The study does not analyze comparative sale prices in detail.

CONCLUSION

Dr Martin-McGuire was asked to examine what practices, policies, attitudes, and objectives of the Department of Indian Affairs applied to prairie surrenders between 1896 and 1911; how prevalent these factors were; how influential they were on the results of the surrenders generally; and, finally, whether the factors indicate a distinctive character in the Crown–First Nations relations that informed prairie surrenders of this period.

The report finds that, when prairie treaty reserve land was surrendered between 1896 and 1911, the relationship between First Nations and the government was one of dependency on the one hand, and control on the other. Prairie bands were struggling for their economic and political survival. The Department of Indian Affairs was simultaneously managing bands' needs, non-Indian demand for recently allotted reserve lands, and its own resolve to reduce its cost of administering reserves.

The legal framework governing treaty reserve surrenders was reshaped by Parliament and the federal Cabinet just before and during the study period. The changes made surrenders of treaty reserve lands more likely, either by encouraging or by directly facilitating them. Changes to the *Indian Act*, which had already granted substantial control over reserve life to Department officials, gave them authority to depose customary band leaders and to spend the trust moneys earned through sales of surrendered reserve lands on capital works without band council consent. Another change raised the proportion of sale proceeds that the Department could distribute directly to bands on the sale of surrendered lands from 10 per cent to 50 per cent. The legal rules governing the sale of surrendered lands were also relaxed so that purchasers could more easily qualify for and finance a purchase. At the end of the period, contrary to the treaties, an amendment to the *Indian Act* dispensed altogether with the requirement of a surrender where reserve lands were being taken in order to make space for large municipalities or for other public purposes.

Dr Martin-McGuire's report suggests that departmental policy and practice in this period also favoured or promoted the surrender of recently acquired prairie reserve lands. Top level cross-appointments were made between the Department of the Interior, which was dedicated to western non-Indian settlement, and the Department of Indian Affairs, charged with protecting treaty Indians. With support from the Department, Indian Agents and other officials endeavoured to restrict band leaders' access to off-reserve advocates, particularly at surrender meetings. Personal conflicts of interest in surrender transactions are also evident: many Indian Affairs representatives and employees – some at the highest levels of responsibility – purchased or attempted to purchase surrendered land.

More directly, during this period, the Department adopted a policy of advocating and seeking to induce prairie reserve surrenders wherever it considered the lands in question "surplus" to a band's needs or entitlements. This policy was influenced in part by the Department's view that the reserve allotments made under the treaties had been overgenerous to bands and therefore unfair to incoming settlers. Strain on the Indian Affairs budget also clearly narrowed the Department's conception of bands' land needs, despite the fact that most prairie bands were beginning to expand their agricultural production. At the same time, the Department broadened its notion of bands' cash needs that could be met through the sale of surrendered lands, taking in heads of expenditure previously considered government services, including some services promised in the treaties.

Although western settlement by non-Indian people did stir the Department's interest in obtaining surrenders, market demand for reserve land in this period was driven largely by speculators seeking to buy up land in advance of the boom. The extent to which bands themselves initiated surrenders of their lands is difficult to assess: Department negotiators commonly presented negotiated terms to the Department as band "proposals"; several band proposals followed on the heels of clear opposition to the surrender; and in some cases the bands reported as initiating surrenders were without Chiefs at the time. Moreover, the reason most commonly cited in band "proposals" for surrender was the need for equipment and supplies: the report finds that officials commonly informed bands that the equipment and supplies they needed could not be obtained unless their reserve lands were surrendered and sold. To the extent that band members supported surrender proposals, the report suggests that, in addition to unmet needs for equipment and supplies, this may have reflected internal dissatisfaction with band leaderships, pressure from local non-Indian interests, and frustration with the slow progress of reserve farming.

Several times, the Department proposed to amend the *Indian Act* to reduce the required level of voter support for surrenders. It was not until after the study period, however, that it instructed its field officers how to apply the Act's majority requirement. In the interim, many officials held that support by a majority of the eligible voters showing up at a meeting would suffice. This standard met neither the stringent test laid down by a Royal Commission a few years later nor the intermediate test finally laid down by the Supreme Court of Canada. Nonetheless, even this minimal standard may not have been applied reliably. In several cases examined in the report, it is unclear whether a surrender meeting took place; in others, no vote was recorded; in yet another, it is not clear that any vote was held. In the majority of the cases studied, there is no record of the standard by which officials applied the requirement of majority assent.

Many of the Department's surrender negotiators interpreted the policy of inducing surrenders broadly. It was common practice for them to offer material inducements. The incentive was often cash, to be paid when the surrender documents were signed, or when the proceeds of sale were due. In several cases, officials are reported to have placed cash on the table at the surrender meeting. Payments were often offered or made to individuals or particular groups, rather than the band. In one case, cash was offered to individuals as a stated condition of voting in favour of a surrender. Non-monetary inducements were also common. The report finds that one official threatened to drive a band off its reserve if a surrender was not made; another said the government would take the land with or without a surrender. In several cases in which initial opposition to surrender appears to have been strong, surrender meetings were held repeatedly, with some continuing for many hours until a surrender was obtained.

There is evidence in many cases that voters may have misunderstood some important terms of the decision they were being asked to make. Side promises, commonly made by Department officials, that were not incorporated into the surrender documents, often compounded such misunderstandings. In light of these possible misunderstandings and the frequency of offers of cash payments to individuals, the report cautions that the signatures of band leaders on the surrender document written at the conclusion of the meeting may not in all cases signify informed consent.

Finally, several trends emerge from the record of the Department's performance of the terms of surrenders. The Department generally drafted surrender documents so as to leave itself broad discretion in the spending of sale proceeds. Disagreements often arose between bands and the Department over the use to which sale proceeds were put. In several cases, as well, bands found the sale proceeds were less than expected. Between 1906 and 1909, the opposition charged in the House of Commons that surrendered Indian lands were being sold by the government at prices below those paid by the public for government, Hudson's Bay Company, or railway land. The Department tended to resist band efforts to influence the minimum price set for surrender sales, and in at least one case the Department sold the land for 20 per cent less than the minimum urged by the band.

In summary, the report suggests that, during the study period, there was pressure within the Department to obtain surrenders of recently surveyed reserve land. Such pressure reflected demand for Indian lands, internal pressures to reduce departmental costs, structural conflict, and to some extent personal conflict. According to the report, this pressure contributed to or was intensified by changes to the legal and policy framework governing surrenders, and changes to practice in the field. Further, questionable activities on the part of some Department officials that tended to encourage surrenders were not controlled effectively by the Department in the study period. From the resulting activities of Department officials, the report finds that there is evidence to suggest that in many of the surrenders studied there was some degree of inducement on the one side, and some misunderstanding, lack of information, and experience of pressure on the other. The report suggests that such evidence raises questions about the Department's compliance with its legislative and treaty obligations in these transactions.

Dr Martin-McGuire's report is an excellent starting point for an analysis of the broad historical context during this intense period of reserve land surrender activity among prairie Indian bands. Although it is important to bear in mind that each case must be assessed on its own merits, the Commission is confident that this study will provide First Nations, researchers, government officials, and the Commission itself with useful information on government policies and practices during the study period, which will assist in the assessment and resolution of these long-outstanding claims.

FIRST NATION LAND SURRENDERS ON THE PRAIRIES

1896–1911

INTRODUCTION

This report, prepared for the Indian Claims Commission, is a comparative historical study of Indian land surrenders in the years 1896 to 1911.

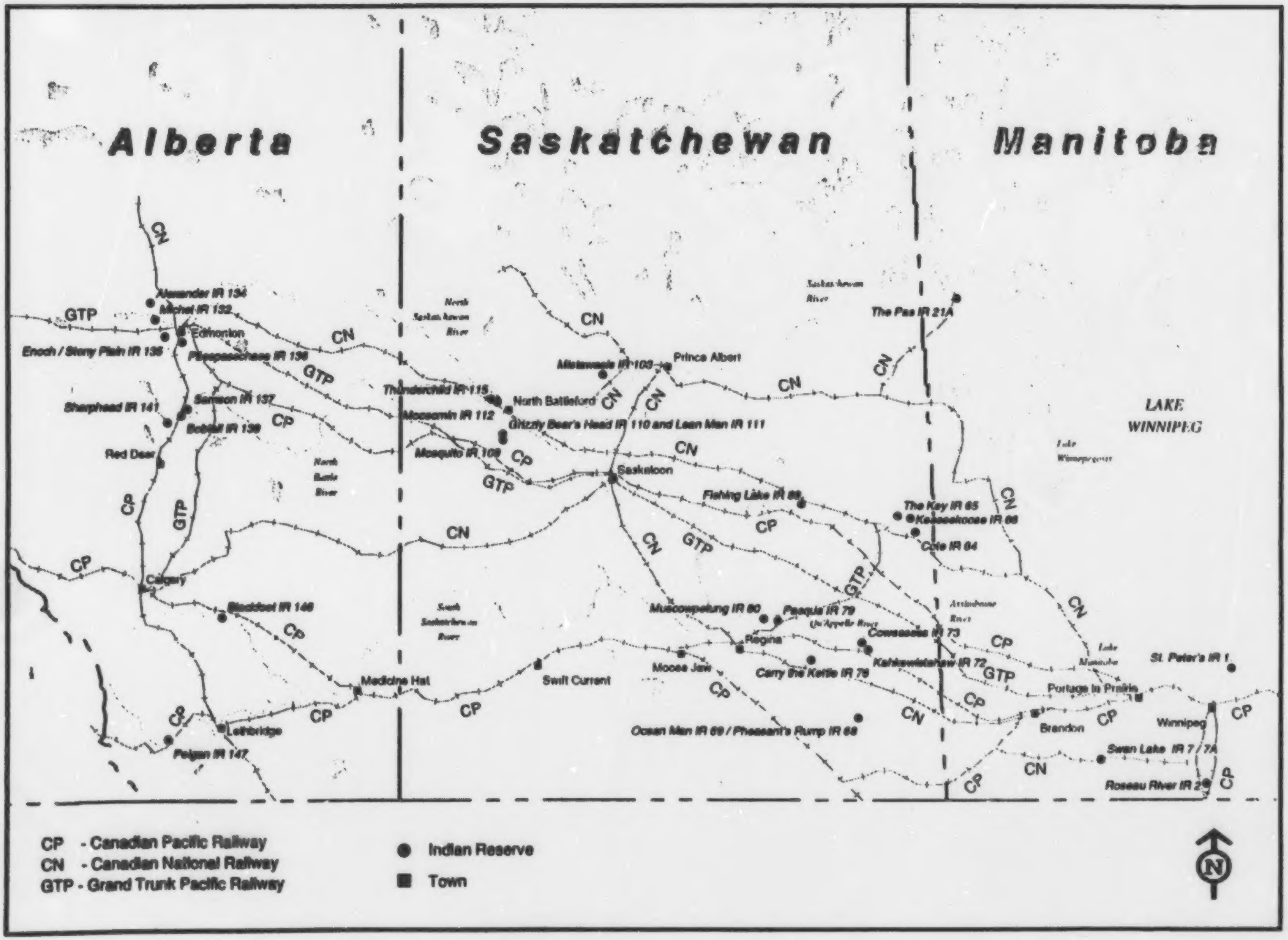
It does not read like a book. I have attempted in my reporting on surrenders to maintain an objective stance and I have organized the material as a reference tool. The advantages will be that readers can identify parts that may be particularly useful, and cross-reference sections to gain the information they need. The disadvantages are that some searching will be needed to discover where specific issues are to be found, along with a great deal of page flipping.

Chapter 1 provides some of the background to the general history of the report: dominion lands policies, railway development, colonization companies, treaties, and Indian Affairs legislation and policy before 1896. This information is meant to provide a general context for understanding the taking of surrenders, beginning in 1896.

Chapter 2 is an attempt to chronicle some of the land and colonization companies that were important in land acquisition during this period. Again, the presentation of data is uneven, and some explorations of corporate history are still tentative. Although most of the companies did not deal in surrendered lands, it is still important to understand how they worked, simply because they were central to the market and shared some of the same actors.

Chapter 3 is a year-by-year chronology of the period 1896 to 1911, divided into sections which, when read sequentially, contain a story of their own: western development; railway expansion; Indian Affairs organization and policies (including debates of the House of Commons, Department circulars, and depositions of band leadership); summaries of demands for surrenders; summaries of surrenders taken, including a few not covered in the succeeding sections; and summaries of land sales practices. The reader can treat each year as an entity and compare information presented under the various headings, or can cross-reference the development of issues in each heading over the years. The selection of detailed information was arbitrary, to some extent, although I tried to include some issues, particularly in the Indian Affairs section, that are rarely summarized, such as the circulars and the changes in accounting practices.

Chapters 4, 5, and 6 contain the core of the surrender data, dealing, respectively, with the demand for the surrenders, the taking of the surrenders, and the terms of the surrenders and how these terms were implemented. Each surrender is divided into these three sections, although the


Alberta
Saskatchewan
Manitoba
Alexander IR 134
Michel IR 132
Edmonton
Enoch / Stony Plain IR 135
Pasepaschase IR 136
Samson IR 137
Sharphead IR 141
Bobtail IR 139
Red Deer
Calgary
Blackfoot IR 146
Lethbridge
Peigan IR 147
Medicine Hat
North Saskatchewan River
North Battle River
South Saskatchewan River
Thunderchild IR 115
North Battleford
Mosomin IR 112
Grizzly Bear's Head IR 110 and Lean Man IR 111
Mosquito IR 109
Mistawasis IR 103
Prince Albert
Saskatoon
Fishing Lake IR 89
Swift Current
Moose Jaw
Regina
Muscowpetung IR 80
Pasqua IR 79
Qu'Appelle River
Cowessess IR 73
Kahkewistahaw IR 72
Carry the Kettle IR 76
Ocean Man IR 69 / Pheasant's Rump IR 68
Saskatchewan River
The Pas IR 21A
The Key IR 65
Keeseekoose IR 66
Cote IR 64
Assiniboine River
Lake Winnipegosis
LAKE WINNIPEG
Lake Manitoba
St. Peter's IR 1
Portage la Prairie
Brandon
Winnipeg
Swan Lake IR 7 / 7A
Roseau River IR 2
CP
CN
GTP
CP - Canadian Pacific Railway
CN - Canadian National Railway
GTP - Grand Trunk Pacific Railway
● Indian Reserve
■ Town
N

reader can turn to the surrender in each chapter and read it as a whole. Alternatively, issues of demand, negotiation, or terms can be read in each chapter in comparative perspective. There is some overlap among the chapters, because it is difficult to separate the demand for a surrender from its negotiation, or the protests made about the implementation of a surrender from the understandings surrounding the negotiations. This overlap, in itself, is telling. The surrenders included are listed in the Contents.

Chapter 7 provides an overview of some of the patterns that can be found in the data on land surrenders in the years 1888 to 1911, along with my own observations and conclusions.

The compendium of Key People in Land Demand, Consent, and Acquisition is arranged alphabetically and contains mostly non-Indian people – a mixture of officials, politicians, and land buyers. Information was procured from biographical sketches (see References), from the Department's Establishment Books (National Archives of Canada [NA], RG 10, Reels T-1778, T-1779, T-1780, T-1781, T-1782, T-1783), from the body of the report itself, and from specific referenced sources. Some individuals are described in sufficient detail, but others are still quite mysterious. We need more genealogical and biographical work in this area.

The Reference List includes secondary sources, both those used in the report and those that might be of interest to the reader. Some sources are annotated.

Appendix A sets out the terms of reference of this project. In the other appendices I have selected a few of the key legal and historical documents that will be of use to those interested in surrenders. The surrender agreement, affidavit, and Orders in Council for Michel Indian Reserve 132 (1903) is provided as an example in Appendix B. Land regulations (for land sales) are in Appendix C. I have put together a miscellaneous collection of notes about Clifford Sifton's investments in Appendix D, and in Appendix E I have included some of the media coverage on the release of the Ferguson Reports in the years 1913-15.

Although I have tried to honour the expectations set forth in my terms of reference for this project, some conspicuously missing pieces are explained by the fact that I did not have time to do them, given the limited timeframe I had in which to research and write the report (June to December 1996). The following points in particular require clarification:

- The years before 1896 are not dealt with as exhaustively as the years after that date. However, a number of works that summarize Indian policy in the early period, as well as the general history, are listed in the References.

- Specifically, the period of pre-Confederation surrenders is not described here, although it should be. It will be obvious that, from the Department's point of view, surrenders were not a discrete issue.

- Many surrenders were not included in the study. For the most part, their absence was a function of time and energy; some First Nations, however, specifically asked that their histories not be included.

- There is not as much primary research on the surrenders as there should be. I worked with primary and secondary documents, but was unable to fill major holes in the research that is available, particularly in band economics, the implementation and aftermath of surrenders, land sales, and trust accounts. The presentation of the surrenders in Chapters 4, 5, and 6 is, therefore, somewhat uneven in type and quality of information.

- The study stops in 1911, with only a few comments on the years that followed. In the end, I felt it better to omit them than to cover this period in a cursory fashion. The era of the Soldier Settlement Surrenders, 1918-20, needs a study of its own.

- The biographical and corporate histories that are necessary to complete the story are presented in only rudimentary form.

- Most important, the perspective of the First Nations is missing. Although I have had the privilege of talking to contemporary First Nations researchers and reviewing bits of oral history taken from various sources, there is still a need to tell these stories from the First Nation point of view. In essence, this work has relied on the written word, and the biographies of the business, political, and government people who made surrenders happen.

I would like to thank many people from the Indian Claims Commission, First Nations, Indian and Northern Affairs Canada Specific Claims Branch, as well as other researchers who made invaluable contributions to the production of this report. They are too numerous to name, but I appreciate their assistance, patience, and cooperation.

CHAPTER 1

SETTING THE STAGE

This first chapter contains basic information about the legal framework for the taking of surrenders, dominion lands policies, railway expansion, and western settlement. It also deals with colonization companies, including companies chartered after 1900, along with their function at the time. It describes the development of Indian Affairs practices in the pre-surrender era on the prairies, as well as the organization of the Department of Indian Affairs from 1897 to 1911.

THE DEPARTMENT OF INDIAN AFFAIRS

Policies: 1871 to 1896

Between 1871 and 1896, the Department of Indian Affairs surveyed reserves and enforced a set of practices that derived from legislation set out in the *Indian Act*, general policy, and interpretation of the treaties. Collectively, these practices placed Indian people on reserves within a system that fostered dependency on the government. This outcome, in turn, provided the economic, cultural, and political environment within which surrenders were considered, discussed, and taken.

The relevant provisions of the *Indian Act* regulated, in part, the following matters:

- membership, in terms of who was considered to be an Indian and was entitled to live on a reserve;
- property, including wills and estates;
- land jurisdiction, including trespass, alienation, and on-reserve land management policies;
- governance, including the election of leaders, their powers to set and enact bylaws, and the jurisdiction of the government to overrule this leadership;
- agriculture, including the use of permits and the role of the agent as the manager of production and sales;
- land allotment, as a means of assimilation and of encouraging fee simple tenure for farming; and
- the power of the Indian agent, not only as a manager but as a magistrate as well.

The general policies of the Department that relate to surrenders apply to a broad range of issues:

- The use of farming instructors, home farms, and, later, under Hayter Reed, of peasant farming practices was seen as a means of economic transition between a hunting and an agricultural way of life.

- The pass system, used after 1885 as a means of restricting movement among reserves and preventing political and religious gatherings, was solely a policy instrument.

- Accounting practices were an important part of the system and were used to make estimates, appropriate money, and control spending. Money for on-reserve spending came from parliamentary appropriations (defended as treaty obligations), from sales of agricultural products, wood, crafts, furs, roots, and hay, from wage work, and from land or timber leases and sales. Some of this income was controlled by individual band members, and some by Indian agents. Expenditures for building supplies, rations, farm implements, furnishings, fuel, and seed grain were paid to both local merchants and general departmental suppliers. The system of spending, income production, and debt control is poorly understood at best, and a good understanding of the context of surrenders will depend on a better grasp of economics, especially since the income generated from land sales was expected in most instances to replace and enhance monies generated from other sources.

Treaty interpretation included matters such as fiscal responsibility and the implementation of specific programs and policies:

- The government paid in whole or in part for education, annuities, some specified types of agricultural assistance, rations for the destitute (Treaty 6), ammunition, surveys, and some other supplies.

- The intent of the treaties, which was reinforced in negotiations, emphasized changing the economic policies of the Department away from support of a hunting economy and towards a reserve-based, agricultural economy.

The settlement of people on reserves was a gradual and uneven process. The surveying of land began in Manitoba and the part of the North-West Territories that became the southern provinces soon after the first treaty was signed. In Saskatchewan, a few Treaty 4 reserves were surveyed in 1875 and 1876, but not all of them were accepted by the bands. Most but not all of the reserves in the southern prairies, in the valleys of the Saskatchewan, Bow, Battle, and Qu'Appelle Rivers, were surveyed between 1880 and 1885. The acceptance of reserves, and the actual settlement on them, can only be documented on a band-by-band basis. The demise of the buffalo-hunting economy by 1881, the enforced move away from the border and the Cypress Hills in 1882-84, and the events of 1885 are all critical in determining when each band settled on reserve, and, in fact, the actual size and leadership of the bands. The loss of the buffalo, the effect of contagious diseases (where people were gathered for the hunt, or for ceremony or trade), and severe weather all played a role in this transition period. Studies of paylists, which were used for annuity payments, reveal frequent and profound changes in band structures as people sought leaders who might protect them. They also show population loss due to disease, starvation, and cold, particularly between 1880 and 1885 (see, for example, Tobias 1991; Brizinski 1993, ch. 4).

A number of studies have been made of the development of agricultural policies within the Department (see, for example, Carter 1990; Buckley 1992; Elias 1990; Dyck 1986). These policies tended to be incremental and experimental, as one initiative derived from another, depending on its success. Costs were high, and Indian farmers faced the same problems with insects, maladapted seed varieties, short growing seasons, and inadequate implements that all farmers confronted at the time. The authors of these studies assert that the overall failure of agricultural policy to lead to self-sufficiency had nothing to do with the disinclination of the Plains Indian to farm or to poor land on reserves, but, rather, was related to weather and seed problems generic to farming in that era, as well as to the dearth of effective policies and personnel from the Department.

Patronage-appointed farm instructors brought from the east after 1879 are sometimes blamed, as was the inclination of some of these gentlemen to focus on their "home" instructional farms rather than on assisting the Indians. Jealousy from white farmers, resulting in public pressures to suppress Indian agriculture, has also been discussed. The legal powers of the agent to control production and sales, and the high costs of tools and of breaking land, were all disincentives. The success of agriculture in generating income varied from one reserve to another. When the few available reserve histories are examined, we find that each had its own pattern of adaptation to the changing economy, as well as its own pattern of settlement (see Chapter 4). The Indians seldom relied totally on agriculture. More often, they developed a mixed economy drawing on a variety of sources of income: annuities, wage work, furs, cash sales, craft production, wood and hay harvesting, livestock, Seneca roots, and wild fish and game. Some reserves, such as those in the Pelly Agency in Saskatchewan, were divided between those that wanted to farm and those that continued to hunt and fish.

These same reserve histories also describe the "peasant farming policy" that Hayter Reed, as Commissioner and then as Deputy Superintendent General of Indian Affairs (DSGIA), tried to force on reserves between 1888 and 1896. Reed believed that the best future for the Indians was that of the small farmer. To this end, he encouraged the subdivision of reserves into small holdings and the allotment of these parcels to individual farmers, as allowed under the law. He also tried to get agents to restrict Indians to using hand tools and animal-drawn ploughs on their individual plots. He held the view that Indians were not ready for modern machinery, and would find their time more occupied if they did labour-intensive activities. They would learn self-sufficiency as any peasant in Europe or Central America would know it, and grow most of their own foodstuffs. They would also learn the value of labour as a reward in itself, as a precursor to evolving their farming methods. Besides, machinery was costly, and the Department was reluctant to take this kind of expenditure to taxpayers:

> The fact is often overlooked, that these Indians who, a few years ago, were roaming savages, have been suddenly brought into contact with a civilization which has seen the growth of centuries. An ambition has thus been created to emulate in a day what white men have become fitted for through the slow progress of generations. The consequence is, that when the Indians see white men in possession of self-binders and other costly inventions for saving labour, which the condition of the white man renders highly necessary, they overlook the fact that the employment of such instruments is only justifiable where manual labours are comparatively scarce. They think that they should have such instruments, even though the possession of them leave them little more to do than to sit by and smoke their pipes, while work is being done for them without exertion on their part. To counteract such views is one of my most constant endeavours; and I never fail to impress upon those employed to train the Indians that they must be taught to handle such comparatively simple implements as cradles, scythes, hoes, etc. which will be readily obtainable by them when thrown upon their own resources, and afford employment to every hand which should be thus profitably occupied. (Canada, Department of Indian Affairs, *Annual Reports*, 1889, 162, Report from Hayter Reed)

Through this policy, Reed refused to approve expenditures for machinery, and bands were discouraged from buying it themselves. The results of the policy varied; some agents enforced it, while others, who were on reserves where the bands were already buying and using machinery, tried to avoid implementing it. They frequently made protests about the illogical and self-defeating nature of the budget cuts and restrictions. The Indian farmers themselves resisted it, and some, such as the farmers of Pasqua and Muscowpetung, made formal protests (Carter 1990, 220-29).

Paradoxically, the policy was put in place at a time when other farmers were realizing that the conditions on the prairies required big holdings and large-scale production. Where implemented, the policy had the effect of discouraging Indian farmers and limiting them to small plots of land that became exhausted. They were not encouraged to produce surplus for sale, and, indeed, would not have had the means to do so. The failure to expand operations led, in turn, to the generation of what would appear to be, at the turn of the century, a great deal of surplus land.

The peasant farming policy ended when Sifton assumed control of the Department in late 1896, and it had been discontinued by the time the surrender movement gained momentum. It left a legacy of underused land, and the evolutionist and modernist theories that had motivated Reed continued to influence many others. Together, they led to the demand for surrenders to remove Indians from settled areas.

When surrenders began to occur at the turn of the century, reserves were in fact in a new economic era, one of expansion of production and increasing diversification. Some began to buy machinery, often with their own proceeds. They were rebounding from the Reed years. The labour savings of modern equipment assisted in the generation of other sources of income. Some farmers began to turn to livestock operations, in addition or supplementary to grain and root crop farming. The Department had come to realize that some reserve lands were better adapted to ranching, and that livestock could be a supplemental source of income and an insurance against bad crop years. A cattle loan program enabled farmers to get a start in livestock operations. As Chapter 3, Chronology, illustrates, many departmental circulars during the study period were dedicated to the cattle industry.

In conclusion, this report is an abbreviated view of a complex set of factors, some researched and understood, and some not as well known. There is a need for individual case studies of reserves and for comparative studies, to elucidate the context in which the taking of surrenders seemed to the Department and to some contemporary band members as the best economic option for self-sufficiency and income generation.

Structure: 1897 to 1911

The Indian Department of the years 1897-1911 was much smaller than it is today, and decisions made by a few key individuals, both in Headquarters and in the field, could have wide-ranging effects.

The division between Headquarters and the field offices was, as now, very significant. The central decision making took place in a small, Ottawa-based bureaucracy, headed by the DSGIA. With the changes of 1897, detailed in the Chronology, all correspondence was routed through the Secretary, John D. McLean. Mail could travel from the prairie region to Headquarters in as little as three days. McLean would then forward the item to the appropriate person.

- Policy issues might go straight to the DSGIA. Between 1896 and 1902 the deputy was James A. Smart, who was also Deputy Minister of the Interior. After 1902, Smart remained with Interior, but the DSGIA post went to Frank Pedley.
- Accounting issues went to the accounting office, headed by Duncan Campbell Scott. He was assisted by F.H. Paget, who had moved to Ottawa from the Regina Commissioner's Office in the reorganization and had Saskatchewan connections. Questions about advances and accounts in relation to surrenders were forwarded to Scott's office, and either he or Paget responded. James J. Campbell sometimes also dealt with this correspondence; his brother had been an agent in Saskatchewan. After 1897, agents sent their estimates and invoices straight to Headquarters.
- Survey questions went to the Chief Surveyor, Samuel Bray, and his staff, including A.W. Ponton, J.K. McLean, and J. Lestock Reid, depending on the year.
- Lands and timber issues went to W.A. Orr and his staff, including Peter J. O'Connor. Orr would handle the majority of questions with regard to land sales, and the correspondence for collections.
- All these offices in Headquarters had clerical staff.

By managing correspondence, and often making direct replies himself, McLean was in a position of considerable influence.

In the field, most of the work was done by the Indian agents, each in charge of an agency that comprised one or more bands and reserves. The composition of the agency was largely a factor of geographical proximity of reserves, but the Department's primary interest was in management. A reserve could be shifted from one agency to another if it was felt that another agent might have better geographical access to it or might manage it better. New agencies could be carved out of existing ones if an argument was made that a set of reserves needed separate management.

The agent was assisted, in some cases, by a clerk, an interpreter, and a farming instructor. There might also be labourers, millers, or blacksmiths, depending on need. The actual staffing varied enormously. Where possible, the interpreter positions were dispensed with; the agent might be asked to have his wife do the clerical duties. There was heavy patronage influence in these appointments.

Many instructions and circulars issued to agents left considerable room for discretion in spending, fiscal allocation, the use of the pass and permit systems, and the distribution of houses, clothing, and rations. Visits by inspectors were, by most accounts, rare. Often an agent could engage in fraud, fail to do his duties, or overindulge in alcohol for a considerable period before being reprimanded. Misconduct was brought to the attention of the Department by local merchants, clergy, and politicians more often than by the Department's own staff. Even given the relative speed by which mail travelled, there were many instances where agents could, and did, make unauthorized decisions. This division of authority resulted in a continual pull of power between the field and Headquarters.

Two levels of administration facilitated communication between Headquarters and agents in the field: the Indian Commissioner's Office and the inspectorates. The division of responsibility between them was unclear and resulted in an ongoing power struggle. Before 1897, the Commissioner's Office had been in charge of the prairie region and was situated in Regina. It did all the field accounting for the region, and it had a large staff and a clear function. In a reorganization in 1897, however, the office was moved to Winnipeg and it lost its fiscal role and many of its staff. Although it should have been responsible for policy and personnel in the region, and for overseeing the inspectorates, it had little sense of direction. David Laird, who was appointed Commissioner in 1898, engaged in a constant battle with Headquarters over his role and that of his staff. For example, his assistant, J.A.J. McKenna, who had been secretary to the Minister of the Interior, Clifford Sifton, was often called away by Headquarters to do a job without Laird's knowledge. Some agents and inspectors bypassed the office, and Laird was frequently unaware of what was happening. Like Headquarters, he had to rely on McLean to forward correspondence to him. On occasion, chiefs and headmen wrote to Laird because he was more familiar to them, but most requests had to be forwarded to Headquarters.

In relation to surrenders, Laird was sometimes asked to take surrenders, and sometimes he was not even informed that a surrender was taken until after the fact. He and his staff were often asked to evaluate the potential for taking a surrender, and Laird might travel to the district in question, but more often these questions were referred to the agent. Over the years, until the office was abolished in 1909, Laird complained about his lack of real power.

The inspectorates oversaw groups of agencies, though their composition was fluid and subject to change for the convenience of the inspectors. The inspectorates were also reorganized in 1897. Manitoba and the North-West Territories each had three inspectorates. In 1904, the number in Manitoba was reduced to two, one run by Samuel Marlatt and the other by Samuel Jackson. Saskatchewan had two inspectorates, one in the north run by William Chisholm, and one in the south headed by William Graham. John Markle was Inspector for all the Alberta agencies.

The inspector's job was to supervise the agents in the field, making regular visits to agencies and schools. He was also to deal with human resource and personnel issues, while ensuring that policies were being enforced. The inspector was to make annual visits to the agencies and to report on the status of housing, economic development, and morality. He advised agents of their responsibilities. Some inspectors, like William Graham, assumed greater authority for policy issues and bypassed the Commissioner's Office to deal directly with Headquarters. Like other positions in the field, the inspector's job was subject to the experience and personality of the incumbent. Similarly, job performance varied. Some agencies complained that they rarely saw the inspector. And, depending on the inspector's interest, schools, surrenders, investigations, or responding to local non-native political concerns might get the greatest attention.

In general, the Indian Department was small. Policy was continually in the process of formation, and there was considerable uncertainty about lawful obligations towards Indians. The result was a Department with far more latitude in practice than can be found today.

The Department's *Annual Reports* contained listings of personnel, divided into the Inside Service and the Outside Service. The officers and employees of the Indian Department at all levels were well connected to the business and political community in the West. Some agents – for example, Matthew Millar of Moosomin, Saskatchewan – were businessmen and active Liberals before their patronage appointments. The more senior the position, the wider their sphere of influence and connections. Inspector Graham, for instance, was well connected to the social and political elite of Saskatchewan through both his father and his father-in-law, his wife and family, the Assiniboia Club, and associations with businessmen such as D.H. McDonald of Fort Qu'Appelle. Both Commissioner

Laird and his predecessor A.E. Forget had long-term political careers; Forget was also a buyer of Indian lands, as were several agents and clerks (see Chapter 7).

At Headquarters, the Superintendent General was an elective position and the Deputy Superintendent General a patronage position. The four individuals who held these positions during this Liberal era were all known for using them for personal gain: Clifford Sifton, Minister from 1896 to 1905; Frank Oliver, Minister from 1905 to 1911; James Smart, DSGIA from 1897 to 1902; and Frank Pedley, DSGIA from 1902 to 1913. The first three men had joint jurisdiction during their tenure of both the Indian and the Interior Departments, providing them with knowledge and opportunities to control land dispositions across the West. Pedley had responsibility only for the Indian Department, but he had previously worked for the Interior Department in its immigration division.

These connections are described in various sections of the report, such as Key People; Chapter 3, Chronology; and Chapter 2, Land and Colonization Companies. Sifton's investments and networks are described separately in Appendix D. Smart and Pedley conspired to buy land from several surrendered reserves, such as Pheasant's Rump, Ocean Man, Chacastapaysin, Cumberland 100, and Enoch. Sifton's involvement in these schemes remains cloudy, but it is likely that they had his tacit support when he was Minister, if not his assistance. These men were interested not only in Indian lands but in other land investments and in timber and grazing leases. Sifton was involved in the lucrative Saskatchewan Valley Land Company and its spinoffs, and in other land and resource companies. He was accused soon after his resignation of having favoured friends and relatives with timber leases. Many of his associates, such as C.W. Speers, A.J. Adamson, A.E. Philp, Jack Turiff, D.H. McDonald, Walter Scott, Frank Oliver, James Douglas, T.O. Davis, R.M. Matheson, and others in the Winnipeg/Brandon area, were land speculators as well as Liberals, and they used their political connections freely to gain favours.

Smart worked with some of these same individuals to make his own series of investments in land, including Indian lands. His U.S. connections, spearheaded by Wilbur Bennett and C.W. Speers (through the Interior Department), assisted in raising cash and attracting buyers from the central states. Pedley was accused in 1913 of conspiring with Smart to purchase Indian lands fraudulently, and he was later named in the 1915 Ferguson Report for profiting from leases on the Blood reserve in Alberta. Similarly, Oliver was accused of using covert relations to acquire Indian lands, and of getting involved in shady dealings with the railway companies.

Although this report is a superficial review of their involvements (only some of which are actually known and documented), the main point is that these men were in a position to set policy and practice in the Indian Department, on the one hand, and to control the general disposition of land to railways and investment companies, on the other – and to mix the two for the benefit of themselves and their close associates. The blatant manoeuvres to acquire Indian lands in the early Sifton era gave way to more distant and cautious investments before the Department attempted to rein in its own officials in 1910-11. After 1904, it is more difficult to establish links between Department officials and land purchases, other than to speculate on how information on land sales was being deliberately leaked to investors. With a few obvious exceptions, such as Agent Millar at Crooked Lakes, Agent Day at Battleford, Agent Lewis at St Peter's, and Agent Blewett at Pelly, officials were careful not to have their names associated with purchases (see Chapter 7).

LEGAL FRAMEWORK FOR THE TAKING OF SURRENDERS

The legal rules for alienating reserve land, from the Dominion point of view, were set during the treaty era. The treaties researched for this study were negotiated and signed between 1871 and 1877, and one of their features was the allocation of reserve land:

- Treaties 1, 2, and 5 allowed for 160 acres per family of five, or in larger or smaller proportions thereof.
- Treaties 3, 4, 6, and 7 allowed for 640 acres per family of five, or in larger or smaller proportion thereof.

The land was to be chosen in consultation between the band and the government, and set aside for their use. The reserves were to be held by the Crown in trust. They were, according to Treaty 6, to "be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada." The government was to deal with settlers within the boundaries of the reserves in a fit manner. Land could be sold or otherwise disposed of only with the consent of those entitled to it.

At the same time, the legislation concerning Indians in eastern and central Canada was consolidated and was applied to the Indians of the West as they moved onto the reserves. The *Indian*

Act, which contained sections dedicated to the alienation of land and the manner of obtaining consent, was meant to govern Indians on reserve land. Its regulations were taken from experience in the east, and not from the treaties. The surrender provisions that appeared in the 1876 *Indian Act*, for example, date back to 1868. Whereas surrenders before 1868 were assented to by the chiefs of the band, after that date, and throughout the ensuing history of the legislation, this assent was to be obtained through the majority of eligible voters, however that provision was interpreted.

The history of the consent/assent issue via statute goes back to pre-Confederation legal requirements for surrender, the treaties, and the history of the *Indian Act* itself.

1850 *An Act for the protection of the Indians in Upper Canada*, SProvC 1850, c. 74

> There to be no conveyance of Indian land without Crown consent; lands to be free from taxation and from trespassers.

1860 *Management of Indian Lands and Property Act*, SProvC 1860-61, c. 151

> 4. No release or surrender of lands reserved for the use of Indians, or of any tribe or band of Indians shall be binding except on the following conditions:
>
> 1) Such release or surrender shall be assented to by the Chief, or if more than one Chief, by a majority of the Chiefs of the tribe or band of Indians, assembled at a meeting or Council of the tribe or band summoned for that purpose according to their rules and entitled under this Act to vote thereat, and held in the presence of an Officer duly authorized to attend such Council, unless he habitually resided on, or near the land in question;
>
> 2) The fact that such a release or surrender has been assented to by the Chief of such Tribe, or if more than one by a majority of the Chiefs entitled to vote at such Council or Meeting, shall be certified by the County Court Judge, or the Judge or Stipendiary Magistrate of the District or County within which the lands lie, and by the officer authorized to attend by the Commissioner of Crown Land by such Judge or Stipendiary Magistrate, and shall be submitted to the Governor-in-Council for acceptance or refusal.

1868 *An Act Providing for the Organization of the Department of the Secretary of State of Canada, and for the Management of Indian and Ordnance Lands*, SC 1868, c. 42

> Section 8
>
> 1) Such release or surrender shall be assented to by the chief, or if there be more than one chief, by a majority of the chiefs of the tribe, band, or body of Indians, assembled at a meeting or council of the tribe, band, or body summoned for that purpose

> according to their rules and entitled under this Act to vote thereat, and held in the presence of the Secretary of State or of an officer duly authorized to attend such council by the Governor General in Council or by the Secretary of State; provided that no Chief or Indian shall be entitled to vote or be present at such council, unless he habitually resides on or near the lands in question;
>
> 2) The fact that such release or surrender has been assented to by the Chief of such tribe, or if more than one, by a majority of the chiefs entitled to vote at such council or meeting, shall be certified on oath before some Judge of a Superior, County or District Court, by the officer authorized by the Secretary of State of attend such council or meeting, and by some one of the chiefs present thereat and entitled to vote, and when so certified as aforesaid shall be transmitted to the Secretary of State by such officer, and shall be submitted to the Governor in Council for acceptance or refusal.

Treaty 1 in 1871 contained no mention of the surrender or sale of Indian lands. Treaty 3, concluded in 1873, contains these words, in conjunction with instructions for setting aside reserves:

> . . . it being understood, however, that if at the time of any such selection of any reserve, as aforesaid, there are settlers within the bounds of the lands reserved by any band, Her Majesty reserves the right to deal with such settlers as she shall deem just so as not to diminish the extent of land allotted to Indians; and provided also that the aforesaid reserves of lands, or any interest or right therein or appurtenant thereto, may be sold, leased, or otherwise disposed of by the said Government for the use and benefit of the said Indians, with the consent of the Indians entitled thereto first had and obtained.

Treaty 4, in 1874, contained the same wording, with the addition of the phrase:

> with the consent of the Indians entitled thereto first had and obtained, but in no wise shall the said Indians, or any of them, be entitled to sell or otherwise alienate any of the lands allotted to them as reserves.

Treaty 6, in 1876, specified:

> the aforesaid reserves of land, or any interest therein, may be sold or otherwise disposed of by Her Majesty's Government for the use and benefit of the said Indians entitled thereto, with their consent first had and obtained . . .

Treaty 7, in 1877, did not contain a similar clause.

These clauses required consent of the Indians "entitled" to the reserve; they did not specify any limitations on voting or the acquisition of consent.

The first consolidated *Indian Act* in 1876 did contain some specific provisions for obtaining assent, derived from previous legislation, but changing the nature of the voting population from "chiefs" to eligible voters of the band:

> No release or surrender of a reserve, or portion of a reserve held for the use of the Indians of any band or of any individual Indian shall be valid or binding except on the following conditions:
>
> 1. The release or surrender shall be assented to by a majority of the male members of the band of the full age of twenty-one years, at a meeting or council thereof summoned for that purpose according to their rules, and held in the presence of the Superintendent-General, or of an officer duly authorized to attend such council by the Governor in Council or by the Superintendent-General; provided that no Indian shall be entitled to vote or be present at such council, unless he habitually resides on or near and is interested in the reserve in question.
>
> 2. The fact that such release or surrender has been assented to by the band at such council or meeting, shall be certified on oath before some judge of a superior, county, or district court, or stipendiary magistrate, by the Superintendent-General or by the officer authorized by him to attend such council or meeting, and by some one of the chiefs or principal men present thereat and entitled to vote, and when so certified as aforesaid shall be submitted to the Governor in Council for acceptance or refusal.

An early draft of the consolidated *Indian Act* contained a clause which indicated that a majority of the Council was required, so this change to the "majority of voters" came later. The Minister of the Interior, David Laird, was questioned by Mr Langevin on March 30, 1876, about whether the new clause should mean the majority of voters, which Langevin thought was the best interpretation. Laird interpreted the clause to mean the consent of a majority of those at a meeting. Langevin replied:

> I cannot prevent the clause from passing but I say once more that the protection is not sufficient. When I was at the head of the Department, complaints were preferred against our officers. They [the Indians] were very jealous, and properly so, of their rights. (National Archives of Canada [NA], RG 10, vol. 6808, file 470-2-1)

Many years later, in 1910, Laird said that the 1876 Act intended to broaden the scope of consent from the chiefs to the entire voting membership. He reiterated that the intent of the Act was to provide for consent to take place at a meeting. Mr MacKenzie amplified this statement to say that the presence of the majority of the band at the meeting would be required. (Canada, House of Commons, *Debates*, March 21, 1876, 749-53; NA, RG 10, vol. 7776, file 27127-15/1, memo from David Laird, March 24, 1910).

The surrender provisions appeared relatively unchanged in the *Indian Acts* of 1880, 1884, and 1886. In 1886, a change was made to allow the affidavit/declaration in subsection 39(2) to be taken by a Justice of the Peace as well as by a stipendiary magistrate or a judge; in some cases, on the prairies, this task might also be performed by the Indian Commissioner.

In response to an issue raised by Indian Agent H. Martineau about the affidavit used in the Pine Creek surrender, the DSGIA, Hayter Reed, took the question of consent to the Deputy Minister of Justice, E.L. Newcombe, in 1894. Reed pointed out that the affidavit used for certification did not specify which level of consent was required, but that the mention on the form that the "majority then present" assented did not necessarily mean that this majority was not also a majority of the whole band. In his response of January 15, 1894, Newcombe said he was inclined to the view that the section required a majority of all voters, but would suggest clarification of the law, as well as a provision in the new amendment of the *Indian Act* legalizing all surrenders heretofore taken (NA, RG 10, vol. 7776, file 27127-15 pt. 1).

Amendments to the *Indian Act* were repeatedly drawn up and dropped. A proposed amendment in 1897 would set consent as the majority of those present at a meeting called for the purpose, as would a similar amendment proposed in 1901 (NA, RG 10, vol. 6809, file 470-2-3). At that time, there was a question about whether all the Indians of Nova Scotia were one band; if so, would they all have to vote on a surrender of any single reserve (Townshend 1985, 12)? When law clerk Reginald Rimmer proposed the 1900-01 amendments, they were based on suggestions made from the field, and were meant to address the types of dilemmas faced there (NA, RG 10, vol. 1124, memo, McLean to Smart, February 13, 1901). These amendments were never passed. The wording remained similar in the new *Indian Act* of 1906, when the surrender section became section 49.

The problems with consent remained the same also, and the question went back to Newcombe in 1907. On March 13, 1907, he opined that subsection 2, taken alone, could best be interpreted to mean the majority of the voters in the band. If it is read in connection with subsection 1, however, about residence on or near the reserve, then it could be interpreted to mean the majority of those at a meeting. Newcombe suggested again that the law be clarified via amendment (NA, RG 10, vol. 2918, file 187,086-1).

In 1908, Deputy Superintendent General Pedley put forth several draft amendments to the *Indian Act.* The wording would have been changed from "of a full age of 21 years. at a meeting or council," to "of a full age of 21 years present at a meeting or council." These changes were never incorporated (NA, RG 10, vol. 6809, file 470-2-3/6).

For the most part, instructions to the officials in the field simply repeated the relevant statutory provisions, and they were often interpreted in a broad and flexible form. Problems did surface, however, that captured the attention of both the House and the media. In November 1909, Mr Herron challenged Superintendent General Frank Oliver in the House about the Peigan surrender. Herron described a series of three votes, and the alleged inducements that were needed to get the third vote; he described the Indian protests about the legality of the surrender. Oliver defended the various votes, taken on different proposals, and said that, at the time of the third vote, there was a clear majority of 12 in favour of consent among those present (House of Commons, *Debates*, November 16, 1909, 119-22).

The issue came up again in the House in early 1910, with the debates over the St Peter's 1907 surrender, thanks to the initiative of the MP from Selkirk, George Bradbury. Again, Oliver defended the policy of the Department of taking surrenders from the majority of voters present at the meeting (House of Commons, *Debates*, January 24, 1910, 2296). Subsequently, Laird was asked by Pedley to comment on the meaning of the surrender provisions for consent, and he wrote on March 24, 1910, that it had always been understood that the vote of the majority at the meeting was required, and that it had been unfortunate that a "comma" had appeared between the words "years" and "at" in the phrase "at a full age of twenty-one years, at a meeting or council." Laird called attention to the importance of a meeting summoned according to the band's rules, because if people are summoned and do not choose to attend, they have the right to question decisions made in their absence (NA, RG 10, vol. 7776, file 27127-15/1).

These words of caution must have been passed along. Secretary McLean wrote to Inspector Markle in Alberta a few days later, warning him, in the surrender negotiations he was undertaking, to give adequate notice to all members and to keep a record of procedures, including the meeting and the vote, "in order that the fullest documentary evidence may be available" (NA, RG 10, vol. 7543, file 29120-1).

The debates on St Peter's intensified. A year later, on March 22, 1911, there was prolonged discussion on the legality of the surrender, including the nature of majority vote. Bradbury argued that the intent of section 49 was clearly that the majority of voters was required. He was supported by Montreal MP C.J. Doherty, later to become Minister of Justice, who argued the principles of common law. Oliver defended his actions and the policies of the government (House of Commons, *Debates*, March 22, 1911, 5837-912).

When the majority ruling of the Manitoba Royal Commission was delivered early in 1912, the two judges made it clear that they agreed with Bradbury and Doherty, but not with the Department's interpretation of majority consent. They stated that, in their opinion, the law required a majority of all the qualified voters, and this criterion was not met at St Peter's (see Chapter 6, St Peter's 1907):

> In our opinion the Statute expressly requires the assent of the majority of the male members of the band of the full age of 21 years. We cannot see how we can twist the plain language of the Statute and interpret it as meaning the majority at a meeting at which is present a majority of the band, that is to say a majority of a majority.

The Commissioners argued that the "comma" in the phrase cited above was critical; it separated the mandate of consent from the procedure by which it should be obtained: "at a meeting or council":

> The Statute does not say that the assent required is from the majority of the male members of the band who choose to be present at the meeting, but it requires that the majority of the male members of the band attend at such meeting and vote in favour of the same. The positive action of the majority of the qualified voters of the band is absolutely required, and as a further safeguard the assent must be given as [sic] a meeting properly called in the presence of the head of the Department and his deputy. (Report of the St Peter's Indian Reserve Commission, January 5, 1912)

After the release of the Commission report, Superintendent General R. Rogers referred the same question back to the Department of Justice, to Minister C.J. Doherty:

> The special question which I wish to submit is whether assent to a surrender requires a majority of the male members of the band of the full age of 21 years, or a majority of such male members of the band of the full age of 21 years as are present at the meeting or council summoned to consider the surrender. (NA, RG 13, vol. 79, file 199/1912, letter of January 19, 1912)

Doherty sent back a three-page internal (unsigned) memorandum, with Newcombe's opinions of 1894 and 1907 attached. Part of the St Peter's judgment was also part of the package, so the question was clearly a response to the recent report:

> The section may be clumisily [sic] worded, but the meaning would seem to be clear enough. It is difficult to suppose that as suggested the first part of the sentence is an independent and absolute requirement and the latter a mere direction as to the manner of procedure. There seems to be no object in the meeting if it can decide nothing, and moreover there is no other machinery provided for ascertaining the assenting majority. . . . It seems a most natural and usual thing that a representative meeting of the band duly called in accordance with its rules should be able to transact the business for which it is specially called and be able to bind the band by its decisions. There does not seem to be any difference between this and the practice of any corporate body. (NA, RG 13, vol. 79, file 199/1912)

Subsequent to this opinion, T.W. Crothers, the Acting Superintendent General, wrote to Pedley with new instructions:

> I am of the opinion that section 49 of the Indian Act requires that a majority of the male members of a band, who are over 21 years of age be present at a meeting called to consider the question of surrender, and that such majority should vote for the surrender before it can be legally accepted. You will understand me, I do not mean that a majority of those present at a meeting would be sufficient, but that there should be a majority of the male members over 21 years of age attending the meeting, and the majority of such whole voting for a surrender, and we shall not accept any surrenders hereafter without satisfactory evidence that such majority has been obtained. (NA, RG 10, vol. 7995, file 1/34-1-0)

These instructions were communicated within the Department. W.A. Orr drew attention to the problem with subsection 2 on April 11, 1913, dealing with those who are not resident on reserve, and pointed out that there was a potential contradiction here. These types of questions would lead, in 1914, to further attempts to standardize a surrender policy to go with the statutory requirements.

On May 15, 1914, Deputy Superintendent General Duncan Campbell Scott sent out formal instructions to all agents: "Instructions for the guidance of Indian Agents in connection with the surrender of Indian reserves." The instructions covered eight points, summarized here:

1 A proposal for surrender and a rationale must be preapproved by the Department.

2 The officer taking the proposal to the band must be duly authorized by the Superintendent General or his deputy, and shall make a voters list of all the male members of the band of the full age of 21 years who habitually reside on or near the reserve and are interested in the reserve in question.

3 The meeting or council for consideration of surrender must be summoned according to the rules of the band, which, unless otherwise provided, must involve the posting of written notices on reserve at least one week in advance of the meeting. The interpreter who is to be present at the meeting must deliver verbal or written notice to each person on the list, not less than three days before the meeting.

4 The terms must be interpreted to the Indians, and, if necessary, to individual people, with the use of a qualified interpreter.

5 "The surrender must be assented to by a majority of the Indians whose names appear upon the voters' list, who must be present at a meeting or council summoned for the purpose as hereinbefore provided."

6 "The officer duly authorized shall keep a poll-book and shall record the vote of each Indian who was present at the meeting or council and voted."

7 "The surrender should be signed by a number of Indians and witnessed by the authorized officer, and the affidavit of execution of the surrender should be made by the duly authorized officer and the Chief of the Band and a Principal man or two Principal men before a judge, stipendiary magistrate, or a justice of the peace."

8 "The officer taking the surrender should report the number of voting members of the band as recorded in the voters' list, the number present at the meeting, the number voting for and the number against the surrender." (NA, RG 10, vol. 7995, file 29103-1/1)

In practice, agents in the field challenged these rules, and the question did not go away. The Director of Indian Affairs, Harold McGill, wrote to the Deputy Minister on April 12, 1939, summarizing the history of the majority question and recommending that it go again to the Department of Justice, given the disparity between Crothers's and Scott's instructions and earlier interpretations of the clause, including the original interpretation in 1876. On May 2, 1939, the Acting Deputy Minister of Justice wrote back to the Deputy Minister of Indian Affairs to give his interpretation of the former section 49, now section 51:

> [[I]n my view a valid and effective surrender under section 51 of the Indian Act requires the assent of a majority of the male members of the band of the full age of 21 years entitled to vote or to be present at such council. (NA, RG 10, vol. 7995, file 29103-1/1)

The majority assent question was taken to court in the late 1970s, and a decision issued from the Supreme Court in 1982 in *Cardinal et al. v. the Queen* [1982] 1 SCR. When posed in the Court, the question was narrowly framed and lacked substantive historical documentation of the context from which it came – namely, the Enoch surrender of 1908. In its decision, the Supreme Court considered five possible interpretations of section 49(1), and concluded that the plain meaning of this section requires a majority of the male members eligible to vote to be present at a meeting called for the purpose of voting on the surrender and that a majority of those present vote in favour of surrender. This interpretation, the "majority of a majority," had been latent throughout the history of the interpretations of the surrender provisions, but had never surfaced to become a pre-eminent view of the government of Canada.

There is one issue with regard to majority assent that is worth further consideration: Was the decision NOT to attend the surrender meeting a deliberate and informed one? In later discussions about this issue, and in more recent litigation, it is assumed that it was. Note, for example, the Justice memorandum of 1912. Is a band the same as any other corporate body? The circumstances of the vote need to be examined in order to determine whether the decision was a deliberate and informed one. In some cases it is, and in other cases people were simply unaware of the meeting. Alternately, they may or may not have understood the significance of the meeting in relation to the voting procedures used.

DOMINION LANDS POLICIES

The roots of the government's settlement policies in the West may be gleaned from the post-Confederation survey and allocation of land practices. The situation in the 1870s can be summarized in seven main points.

1 / Canada had acquired Rupert's Land, or the watershed of Hudson Bay, the tract of land claimed by the Hudson's Bay Company, in 1870 when the Deed of Surrender was accepted. Among the terms of this agreement was the allocation to the HBC of one-twentieth of the fertile belt. This provision would be interpreted in the *Dominion Lands Act* as section 8 in every township in the fertile belt being reserved to the Company, along with three-quarters of section 26 in every township in the fertile belt and all of section 26 in every fifth township. This land would be offered for sale when markets were good. The total amount of land surveyed from this HBC allocation by 1913 was 2,722,691 acres in the three Prairie Provinces (NA, RG 10, vol. 4046, file 252647, memo from Orr, January 14, 1914).

2 / Manitoba entered Confederation in 1870. Under the terms of the *Manitoba Act*, 1.4 million acres were set aside for the benefit of families of "half-breed" residents. Although the numerous transactions of the "scrip" policy, which extended in the North-West until the 1920s, will not be covered here, the issuance of land and money scrip to Métis people would feature prominently in land allocation. Many of the speculators who operated in surrendered Indian lands were also scrip speculators, and land companies would be allowed to use money scrip to pay for dominion lands.

3 / British Columbia entered Confederation in 1871. The land in between Manitoba and British Columbia, the North-West Territories, was divided into the districts of Alberta, Athabaska, Saskatchewan, Assiniboia, and Keewatin. By the beginning of the Laurier era, 1896, the Athabaska territory had expanded to include the area north of Prince Albert, but in the electoral system, Assiniboia was divided into eastern and western regions. In 1905, Saskatchewan and Alberta became provinces and absorbed the northern districts of Assiniboia, and in 1912 the province of Manitoba expanded to absorb the southern part of the Keewatin district (see the map in Martin 1938, 224).

4 / The first of the treaties, designed to secure the cooperation of the Indians in the West, was signed in 1871 at Fort Garry. The new federal government of Canada viewed these agreements as a means to secure Canadian rights to the land, including that ceded by the HBC. These lands then

became dominion lands, owned and regulated by the Dominion of Canada under its various departments. The treaties allowed for reserves to be set aside for the Indians of the West. By 1913, 2,722,691 acres had been reserved for Indians; of these, 576,781 acres had been surrendered (NA, RG 10, vol. 4046, file 252647, memo from Orr, January 14, 1914) (see below).

5 / The consolidated *Indian Act* was passed in 1876, bringing together legislation from Canada which would then be applied to reserves in the West (see below).

6 / The *Dominion Lands Act* was passed in 1872, consolidating previous land regulations. It set out the various regulations that applied to dominion lands, including those for homesteading, railway lands, and the survey system, which had been adopted from a modified U.S. model in 1871. The Department of the Interior was created in 1873 from the old Dominion Lands Branch of the Department of the Secretary of State, and it was given responsibility for implementation.

The land survey system was based on a section of 640 acres, or 1 square mile. There were 36 sections in a township, which were numbered in sequence running north from the U.S. border. Each north-south strip of townships was identified by a "range" number, running numerically east-west for each of the meridians running west of the 1st, or principal, meridian in Manitoba. With each meridian, the system of ranges renumbers at 1, running to range 30 just before the next, westerly, meridian. Thus, a legal description may read: section 20, township 36, range 5, west of the 2nd meridian. When land was sold at Indian reserve land sales, it was generally sold in quarter sections of 160 acres, or a "fractional" of a quarter if the surrender line crossed an existing quarter. Thus a buyer might purchase the "NW 1/4 of section 20."

The survey system moved west in the 1870s and 1880s. There were three major survey systems: the first began in 1871; the second in 1880, entering Saskatchewan; and the third in 1881, extending through Alberta. The outline of the township might be surveyed years before the land was surveyed into sections and quarter sections. Areas where settlement was anticipated, such as the railway belt, were surveyed first. Land could not be sold or homesteaded until it had been subdivided. Road allowances 90 feet wide were allowed between townships and sections; after 1881 these allowances were 66 feet, and were placed every two sections instead of at every section. Where reserves were surveyed before the township system was imposed, there were no road allowances, but when a reserve was carved out of a grid, the issue of ownership of the road allowances would become more problematic. This was also true when reserves were set on top of lands to be surveyed, or already surveyed, as in school or HBC lands (see Lambrecht 1991, 11-12; McKercher and Wolfe 1978).

The survey system also provided the basis for land titles. Survey plans were the basic elements of the land description needed to register grants and deeds. The government could issue grants to companies or individuals, and these grants could be registered to indicate ownership. The Torrens system, introduced in 1887, and applicable to Indian land sales in the prairies, involved a layered system. The grant or sale by the Dominion resulted in the issuance of letters patent. The holder of the letters patent could take them to a land office and have a title drawn up in his or her name (Lambrecht 1991, 13).

The *Dominion Lands Act* provided for the retention of school lands, sections 11 and 29 in every township, to be sold at auction by the Dominion to raise money for educational purposes. This money would be transferred to provincial or territorial authorities. These lands were usually sold only when the demand for land in the local area, and the prices, were high. The total acreage of school lands surveyed by 1913 in the three prairie provinces was 8,585,227 acres (NA, RG 10, vol. 4046, file 353647, memo from Orr, January 14, 1914).

The *Dominion Lands Act* also codified homestead policy, which would undergo several changes over the years. This policy, too, was modified from the U.S. system. Only the even-numbered sections in the surveyed townships could be claimed as homesteads, and the basic unit of the homestead was the quarter section. In general, the homesteader would be required to pay a registration fee on entering his land at the local dominion lands office, and to live on and cultivate the land for a period of time. The initial five-year residence was cut to three years; the minimum age for a homesteader was cut in 1875 from 21 years to 18 years of age. After 1876, women heads of families could also enter. If the homesteader could not prove occupation for the minimum period, he might have his entry cancelled. If he was successful, he would receive letters patent (Lambrecht 1991, 22-23).

From 1871 to 1890, and again from 1908 to 1918, the homesteader had pre-emption rights. This meant that, if he successfully met the homestead requirements, he could purchase the adjacent quarter in even sections. The purchase price was stipulated by the Act. In 1871, this policy was used to allow people who had occupied lands in Manitoba at the time of its entry into Confederation to purchase the rights to that land, but in 1874 this policy was extended to homesteaders. The pre-emption could be entered with the homestead, and the land could be cultivated (although this was not necessary), but it would not be paid for and letters patent granted until after the homestead assignment was completed. The purchaser had three years from the time he got letters for his homestead to pay for his pre-emption. The pre-emption system allowed speculation, and when inspectors were sent to determine whether the homesteader genuinely intended to cultivate and pay for the pre-emption, it was often cancelled. Over 90 per cent of pre-emptions in 1874 were cancelled for this reason. These difficulties resulted in the cancellation of the pre-emption policy in 1890, but it was resurrected in 1908 when it was discovered that farmers in drier areas needed more than a quarter in order to have a self-supporting farm. It was only allowed within a circumscribed area of semi-arid land (Lambrecht 1991, 23-27). By 1913, 75,368,544 acres had been surveyed and allocated in the prairie provinces by homestead, pre-emption, and scrip (NA, RG 10, vol. 4046, file 353647, memo from Orr, January 14, 1914).

The *Dominion Lands Act* also regulated timber resources for private and commercial use. The latter are of interest here, since many land speculators also engaged in the commercial timber industry, including Clifford Sifton. A timber limit or berth was a specified area not exceeding 25 square miles licensed for cutting for a 21-year period, or one year, renewable, after 1886. The individual acquiring these timber berths could then allow an operator to cut timber under certain conditions, including the payment of a ground rent of $5 per square mile per year, and royalties on production. The licensee had exclusive occupancy of the area during the period of the licence. These timber berths were sold at auction, using an upset price set by the Department of the Interior (Morton 1938, 444-45; Lambrecht 1991, 34-35).

7 / The *Dominion Lands Act* included authorization for railway grants. The policy of using railway land grants to raise money for construction was another U.S. import. Through the 1870s there was a series of Canadian regulations for the granting of land to the lines, beginning in 1871 with the provision of land on either side of the Inter-Oceanic Railway in Manitoba. In 1874 the first of a series of regulations was made for land grants for the projected Canadian Pacific Railway, and they were modified as requirements changed. The *Canadian Pacific Railway Act*, SC 1880-81, c. 1,

included a schedule of land grants that was to govern the CPR's interest in land in the West. The government would grant a subsidy to the CPR of 25 million acres.

The land would be selected from odd-numbered sections in a belt 24 miles to either side of the line. Should any of these lands be deficient, the CPR could exchange them for other lands along the fertile belt within the five blocks of land "reserved" for the company. This practice was also applied to other railway land grants.

The *Dominion Land Regulations* issued in 1881 established the system whereby the odd-numbered sections in the belt would be reserved for the railways, and the odd sections beyond the railway belt could be offered for sale. Even-numbered sections were, as noted above, open for homesteading and pre-emption; school lands and the HBC lands were exceptions to both these policies.

The CPR would not be the only company receiving land subsidies. Other lines applied for, and received by legislation, grants of 6400 acres per mile of line constructed. The company was responsible for survey costs before letters patent could be issued. As with the CPR, the lands had to be selected from within a block "reserved" for the company. The companies would then "select" the lands in the grant, without reference to the province/territory in which construction occurred. Although the system of giving land grants ended with the CPR Pipestone Branch in 1894, it was not until 1908 that all the land was selected by the companies, when the CPR, Canadian Northern, Grand Trunk Pacific, and other companies were actively constructing main and branch lines (Lambrecht 1991, 15-19). Occasionally, conflicts would occur over selections. By late 1913, 31,864,074 acres had been surveyed to railway companies in the three prairie provinces (NA, RG 10, vol. 4046, file 353647, memo from Orr, January 14, 1914).

RAILWAYS TO 1896

The CPR was the first major route west into the prairies. In 1881, when the company was reorganized and received its land grant, the line was routed in a more southerly course than had originally been planned. This decision placed settlers in the drier southern prairie area and, by extension, greatly increased the value of that land. The climate in this area also required special adaptations in farming techniques.

The line, constructed across the prairies in the early 1880s, extended 208 miles in Manitoba, 419 miles in Saskatchewan, and 336 in Alberta. Much of the land selected was outside the 24-mile belt, and totalled an equivalent of 24,000 acres per mile through the prairies. In Manitoba, approximately 2.2 million acres were selected; in Saskatchewan, approximately 6.2 million acres; and in Alberta, 9.8 million acres. Almost 6.8 million acres were given up by the company in 1886 to retire a government construction loan (Martin 1938, 270).

The bulk of the land was selected in these three Prairie Provinces, rather than in Ontario or British Columbia; combined, these two provinces on the extremities had about half the mileage. Because the company had a great deal of leeway as to when and where it selected its land, it was able to acquire some of the best land in the prairies, which remained tax free for 20 years from the date of selection (Martin 1938, 272-73). Additional grants were made in 1890 and 1894 for the Souris and Pipestone branches, and the company picked up more grant lands when it absorbed some of the smaller lines, also with branches (see below).

The CPR was an advocate of the homesteading policy, since more homesteaders meant more customers for the line, and more demand for their land.

The CPR also secured a monopoly in the West when it made its agreement with Canada to secure funding, and there was a 20-year moratorium on the construction of lines within 15 miles of the border, to prevent the Americans from moving in. The monopoly would be a source of irritation to the people of Manitoba. In the 1880s, the farmers protested high rates, monopolies on grain handling, and lack of competition, and the province attempted to pass legislation, disallowed by Canada, to build competing provincial lines south of Winnipeg to the border – the site of the first CPR line in the province. The Red River line was nonetheless constructed, and later taken over by the Northern Pacific. The province also attempted to build a northern line to Hudson Bay (see below), but the federal government balked at transferring a land grant. The dispute raged during the decade, before the monopoly was broken with the construction of the Northern Pacific and Manitoba Railway in 1888-89 by the American firm Northern Pacific, in affiliation with several small Manitoba companies. The line, extending north-south and east-west across southern Manitoba, provided competition for the CPR. Prime Minister Macdonald, an advocate of the monopoly, allowed the monopoly clause to be broken for this construction to proceed. The rates were not substantially lower, however (Regehr 1976, 1-18).

Two lines were chartered before the CPR monopoly came into effect. The **Manitoba and South Western Colonization Railway Company** was chartered in 1879 to build from Pembina to Rock Lake, through the Souris coal-mining area. Little construction ensued, and the CPR absorbed it in 1882 and expanded the lines westward. This company received land grants in 1885 and 1891, for a total of 1.396 million acres, administered by the CPR. The company selected 530,000 acres in Manitoba, 547,000 acres in Saskatchewan, and 320,000 acres in Alberta, although the line was built only in Manitoba. Not all the projected mileage was constructed (Martin 1938, 283-84).

The **Manitoba and North-Western Railway** was chartered in 1879 by Manitoba. It obtained a federal charter in 1882, and received land grants in 1885 and 1886 totalling 1.5 million acres. Only 255 of the original 430 miles were constructed, extending 52.59 miles into Saskatchewan (to Yorkton). Most of the land selected was in Saskatchewan. This company entered into a unique land arrangement whereby it would issue "warrants" for land to individuals or companies. On purchase of the warrant, for as little as a quarter section, the individual could select land within the railway reserve. The province of Manitoba picked up a half-million acres worth of warrants in loan repayments. Some of this land was in Saskatchewan, and was sold by the Manitoba government between 1900 and 1929. Since the selection took place over time, it had the effect of tying up the reserved lands from other dispositions (Martin 1938, 284-86). This company became a CPR affiliate. In 1887 it made an arrangement with the Commercial Colonization Company of Manitoba, Ltd., whereby the company would sell railway lands at $3 per acre and bring in homesteaders, paying them advances against expenses. The company, which had primarily British investment, brought settlers from England and Scotland and settled them in a colony near Saltcoats, Saskatchewan. The company was wound up in 1893 (NA, RG 15, vol. 509, file 143842).

In 1898, three small Manitoba lines became part of the new Canadian Northern Railway (CNOR) formed by William Mackenzie and Donald Mann, entrepreneurs who had experience as railway contractors. Two of the prominent employees of the new company, solicitor Zebulon Lash and administrator David B. Hanna, were themselves investors in many enterprises, and their names show up repeatedly in the land companies of the West. Two of these component lines were chartered after the breaking of the monopoly; the first, the Winnipeg Great Northern, emerged out of the disputed Hudson Bay Railway.

The **Winnipeg Great Northern Railway** was one of the earliest railways in the West. The company, originally known as the Winnipeg and Hudson's Bay Railway and Steamship Company, was formed in 1883 through a merger of two other companies, and the intent was to construct a line from Winnipeg to Hudson Bay. This was the first "colonization railway" to receive a free grant, in 1884; before that, in 1882, the component companies had secured the right to purchase dominion lands. The grant was for 2.6 million acres, and was a tradeoff for Manitoba's request to have its northern boundary extended. The land grant prohibited amalgamation with the CPR. Construction began in 1886, but the extension to Hudson Bay would not take place until 1908, after the company had become part of the Canadian Northern partnership in 1899 (Martin 1938, 290-92).

The **Lake Manitoba Railway and Canal Company** was the second component of the new Canadian Northern company formed by William Mackenzie and Donald Mann in 1899. It was incorporated after the CPR, in 1889, and received its land grant in the same year, followed by another grant in 1890. The total was 798,400 acres. The purpose was to build a line from Portage la Prairie to Prince Albert. T.O. Davis from Prince Albert was one of its promoters, and he was anxious to get a line into that area. The company was acquired by Mackenzie and Mann in 1895, and it represented their first partnership venture in railway promotion. The line was built only as far as Lake Winnipegosis and had no Saskatchewan mileage. When their land was finally selected, the bulk of it, too, was in Saskatchewan, within the reserves of other companies (Martin 1938, 293-94).

The third line that became part of the Canadian Northern was the **Manitoba and South Eastern Railway**, also founded in 1889. It received a land grant in 1890 on 680,320 acres. The line was built by 1899 from Winnipeg to Lake of the Woods, a distance of 110 miles. The company did not become part of Canadian Northern Railway until 1901, and did not select all its lands until much later, most of it in Saskatchewan (Martin 1938, 295-96).

Moving west, there were other early lines that were absorbed into either the CPR or the CNOR system.

The **Saskatchewan and Western Railway** extended only 16 miles from Minnedosa to Rapid City, Manitoba. Its land grant in 1894 (at the end of the land grant system) was 98,800 acres and was selected entirely in Saskatchewan. Its original charter was in Manitoba, and it became part of the CPR system around 1903 (Martin 1938, 286-87).

The **Great North-West Central Railway** was also built only in Manitoba, with a 50-mile line, although it was originally projected to run from Brandon to Battleford. The 1886 land grant for 320,000 acres was primarily located in Saskatchewan (Martin 1938, 287-88).

The **Calgary and Edmonton Railway** would become a major western feature of the CPR system and was closely associated with the company from its inception. The line was projected to run from the CPR line at Calgary, north to Edmonton, and beyond to Peace River. It received a land grant of 1.8 million acres in 1890, at the same time that it received a government transportation contract, with a security of one-third of the Calgary-Edmonton portion of the land grant. The grant stipulated that the land had to be chosen in a belt along the line, with the result that the selections were in Alberta. The line was completed to Edmonton in 1891 and would become a factor in the pressure for land surrenders in the Edmonton district. E.B. Osler was a director of the company, and his firm of Osler, Hammond and Nanton, based in Winnipeg, were agents for the land sales of the Calgary and Edmonton Land Company, formed to sell the company's lands (Martin 1938, 282-90). The company's land grant was unique in that precious minerals were reserved in the Crown.

The **Qu'Appelle, Long Lake, and Saskatchewan Railway** was an early colonization railway, located exclusively in Saskatchewan. The company was incorporated in 1883 and received its land grant in 1885 for the first portion of the line, a 20-mile line from Regina to Long Lake. A second grant in 1887 authorized a grant for an extension to Prince Albert. As with the Calgary and Edmonton line, the government reserved "security lands" against the value of a contract for transportation services, which the company was to provide to the government.

The entire land grant was selected and located within Saskatchewan, for 254 miles of line. The story of the sale of land through the Saskatchewan Valley Land Company is included in Chapter 3. The line was leased and operated by the CPR from 1889 until 1906, when it was put up for sale because it was not doing well. Mackenzie and Mann bought it, and it became part of the CNOR system (Regehr 1976, 179-81; Martin 1938, 296-97).

The original shareholders of the Qu'Appelle Valley, Long Lake, and Saskatchewan Railway and Steamboat Co. included William and Gilbert Pugsley; A.M. Nanton; Robert A. Smith; Hon. Donald McInnes; Edgar Dewdney (a Director 1885 while he was Lieutenant Governor of the North-

West Territories; he sold his shares in 1888 when became Minister of the Interior); E.B. Osler; Gerard Ruel; A.C. Hammond (Osler, Hammond and Nanton); William Van Horne, T. Shaughnessy, and C. Drinkwater (all with CPR links); Z.A. Lash (solicitor for CNOR, who began to acquire shares around 1902); Lash, McInnes, and Osler (with Hammond and Nanton, bought up the majority of shares in 1906 and sold them later to Mackenzie and Mann, who, in 1914, sold them to the National Trust Co. and the British Empire Trust Co.) (see Appendix D, Sifton: Investments) (NA, RG 30, vol. 1366, Stock ledgers). Interestingly, Lash was part of the CNOR realm, whereas Osler, Hammond, and Nanton were the major land agents for the CPR.

WESTERN SETTLEMENT TO 1896

In the 1870s, the settlement of the West by non-native people was slow. A few parties of settlers, such as the Mennonites, came to the prairies. Transportation was restricted, particularly west of Manitoba. There were 10,988 homestead entries by 1880, but half of them were cancelled (Hedges 1939, 12). The implements and seed varieties used by the homesteaders were inadequate for the short growing season and semi-arid conditions in many areas. Weather conditions were erratic, and farmers without other means of making a living were vulnerable to drought, flooding, frost, and insects. Because it matured earlier, the Red Fife grain introduced in the 1870s enabled farmers to take better advantage of the growing season. It would take some time, however, before dry farming methods became more reliable (see Morton 1938, 69-71).

There was a depression in land and grain prices in 1881-82, followed by two years of poor crop conditions, and then the Riel Rebellion in 1885, all of which resulted in a loss of population. The West gradually rebounded in the 1880s. In 1881, 47,991 immigrants came to Canada, the second largest number in any year since Confederation. The numbers began to climb until 1884, when they slowed and remained under 100,000 per year until 1903. Another depression in the mid-1890s slowed immigration and affected land values. Homestead entries followed a similar pattern of growth and stabilization, peaking in 1892, and declining until after 1896. It is important to note that there was also a high rate of cancellation. Of the 59,520 entries between 1881 and 1896, 16,326 were cancelled (Hedges 1939, 89-92; Macdonald 1966, 264).

The population of Manitoba and the North-West Territories grew in the 10-year period between 1881 and 1891 from 118,706 to 251,473 (Hedges 1939, 92). The movement west followed the CPR into the Qu'Appelle Valley. Small pockets of colonists from Scandinavia, Iceland, Austria, and Russia were scattered near existing trading settlements: Icelandic colonies at Gimli, Glenboro, and Medicine Hat; Swedish near Whitewood; Romanian near Balgonie; Russian Jews at Wapella; and Germans near Grenfell and Langenburg. The Hungarians, for example, settled near Esterhazy, Neepawa, and Minnedosa. The immigration of the colonists was facilitated by Count Paul O. d'Esterhazy. The French moved into the Edmonton/Stony Plain/Saint Albert area, and the Scots came to Moosomin. Southern Alberta began to attract ranchers in the 1870s, including the family of missionary John McDougall, who would later be influential in land surrenders. The Mormons came up from the United States into southern Alberta in the late 1880s, joined by many English and Scots ranchers. Later in the 1880s the new cities of Regina, Moose Jaw, and Saskatoon began to fill, attracting colonists from Ontario. The colonization companies were strongly influential in placing settlers (see Morton 1938, 88-99).

The CPR had its own immigration department as well, under Alexander Begg, which operated in Europe and Great Britain. It began a policy within North America of sponsoring excursions for potential buyers to come west from eastern Canada or the United States, particularly the mid-western states, to inspect western lands. Colonization agents were appointed to find recruits, posters and pamphlets were distributed, and articles were planted in newspapers. Relations with the press were crucial to the success of most immigration efforts; the CPR, in conjunction with the local press, would also bring in journalists from other regions to extol the virtues of western agriculture. Exhibition cars were sent out, with exhibits and advertising from the North-West (Hedges 1939, 92-120).

Weather conditions continued to shape prairie agriculture. A severe drought in 1889 forced relocation north for some farmers; more droughts followed through the early 1890s. New techniques such as summer fallowing were introduced, and the CPR set up experimental farms along its lines as an inducement for settlement. Only in 1896 and 1897, at the time that the Liberals took over the government of Canada, did conditions substantially improve, with stabilization of farming methods and grain varieties, rising grain prices, and a fortuitous improvement in the weather. The Liberals were later able to take credit for the conditions that attracted both immigrants and investors. Above all, it was land speculators who drove up land prices, many of them with Liberal patronage connections.

CHAPTER 2

LAND AND COLONIZATION COMPANIES

The mechanism for land sales and settlement used by both the Dominion and the railways was the land company and/or the colonization company. There were two periods during which these companies proliferated, the first one from 1882 to 1887, and the second from around 1902 to the 1920s.

1882 TO 1887

The land companies of this first wave had their roots in the *Dominion Land Regulations* of 1881, which identified the Canadian Pacific Railway (CPR) and homestead lands. These regulations allowed companies to purchase lands outside the railway belt for colonization purposes. A previous initiative to establish colonies, in 1872, had been abandoned in 1877 and then revived. One of the purposes of the new colonization movement, from the government's point of view, was to facilitate construction of lines of communication, such as roads and bridges, between settled and unsettled areas. Twenty-six companies received charters in 1882 to acquire odd-numbered sections outside the railway belt. The companies could arrange to purchase these lands at $2 per acre, in five instalments, but, if after five years, the company succeeded in placing homesteaders on the even-numbered sections, they could receive a rebate of $1 per acre (see Macdonald 1966, 237).

At the time, the CPR had its own Land Department, which handled sales from its grant of land. When it began its sales in 1881, the flat price per acre was $2.50, regardless of quality or location. The purchase contract required a down payment of one-sixth of the purchase price, and the rest in five annual instalments. Improvements were to be made over a four-year period, including the cultivation of three-quarters of the cultivatable land, enabling the buyer to apply for a rebate of $1.25 per acre. Speculators who wanted to acquire the lands at $2.50 per acre could do so, though, by reselling the land, they forfeited the rebate. The company's main purpose was to sell land to "real" settlers rather than to speculators.

In 1882, however, the price structure was changed and the prices varied from $2.50 to $7 per acre, with a higher price attached to lands with no cropping conditions and those in close proximity to the lines. Rebates were allowed for cultivation. The Land Department put a clause in the land regulations giving the vendor the right to cancel agreements if the requirements for improvements and cultivation were not met. Prices were reduced in 1888 (the minimum price dropped to $2 per acre) and again in 1892, because of poor land sales. There was a rise in land purchases around the 1890s, but it dissolved when the 1893 depression began (Hedges 1939, 67-78; Eagle 1989, 174-76).

At the same time, however, the Land Department adopted changes that permitted speculators to acquire large blocks at flat rates, in accordance with the federal policy allowing land companies to operate. These blocks had to be at least 12 miles from the line, and could be bought at $5 per acre, payable on instalments, at 6 per cent per annum interest. If half of the land was cultivated and crops reaped within five years, the balance of the purchase monies (above $1.25 per acre) could be set aside. The CPR actually sold over 800,000 acres to colonization companies, but the majority of these contracts were cancelled in 1886 (Eagle 1989, 176-77).

The **Canada North West Land Company** of Great Britain was an exception. In 1882, the CPR president made an arrangement with William Scarth, E.B. Osler, John Kennedy Tod, and Oliver H. Northcote of New York for a sale of 5 million acres across the prairies. The purchasers acquired the land at $3 per acre and transferred their assets to the London-based Canada North West Land Company. This sale was reduced to 2.2 million acres in 1883, to be selected from designated lands between range 33 west of the first meridian and Moose Jaw (southern Saskatchewan). Unlike the other colonization companies, this one had no colonization requirements.

When the land was selected, it was sold in six instalments at 6 per cent interest. Land sales were not profitable; by 1892 the company had sold only 274,553 acres. In 1893 control of the company passed to the CPR, with William Van Horne as President and E.B. Osler as Vice-President. The land was then sold through the CPR Land Department, run by L.A. Hamilton until 1900, and then by Frederick T. Griffin (Eagle 1989, 177-78; Hedges 1939, 70-79).

Saskatoon, Saskatchewan, was settled by one of these companies, the **Temperance Colonization Company**, a group of temperance advocates from Toronto. They received a land grant in 1883, and went to the new site in 1883 and 1884. Eighty families homesteaded the area, which would become a city, and soon established a distribution centre. When the Qu'Appelle, Long Lake, and Saskatchewan Railway reached the town in 1890, it acquired the means to attract businesses and residents (Macdonald 1966, 250-51).

The **Qu'Appelle and Long Lake Land Company** was the companion to the Qu'Appelle, Long Lake, and Saskatchewan Railway. The company originated in the Qu'Appelle Valley Wheat Growing Company. The directors were William Pugsley, William Pugsley Jr, Robert Doull, Thomas Gibbs, Frank E. Biggs, Hugh McMahon, Thomas Wesley Jackson, Leigh Richmond Harrison (Pugsley's law partner in New Brunswick), and Gilbert Pugsley. Of these, the Pugsleys had the majority interest in the railway companies. The original application for land came from Nova Scotia MP Robert Doull and Senator Thomas Gibbs (NA, RG 95, vol. 2930). The only Saskatchewan person was Jackson, at that time a Dominion Lands Agent at Qu'Appelle. He became a Member of Parliament in 1886, and also became president of the Wood Mountain and Qu'Appelle Railway (NA, RG 15, vol. 300, file 5043).

The company acquired land around the Long Lake area of Saskatchewan, near the land through which the rail line would pass. Because of delays in the survey and of the alleged poor quality of some of the first land selected, Deputy Minister A.M. Burgess allowed some substitutions in 1883. Gilbert Pugsley, based in Winnipeg, acted as agent for the company, along with George Terry Marsh, a Winnipeg realtor; by 1886 they had relocated to Regina. Robert Doull was paid as resident agent at Long Lake, although it not clear whether he actually moved from Nova Scotia. The company was not very successful in finding settlers, as the efforts of the Pugsleys were focused on raising money for the rail and steamship company. The company realized that transportation into the area was essential for effective settlement, so placed its priorities there. When the contract was rescinded, the Pugsleys appealed to have their costs of building a bridge across the Qu'Appelle River, and other investments, reimbursed. This request was denied, on the grounds that they had not colonized and that the rail-line expenses were dealt with through the arrangements with the Qu'Appelle, Long Lake, and Saskatchewan Railway. Many of the expenses listed pertained to trips to the United States and England to solicit investors. The Pugsleys acquired investments by the Land Corporation of Canada. The Qu'Appelle Company gave the Land Corporation a townsite of one section, plus an additional tract, in return for its investments. They also made an arrangement with the Sussex Land and Stock Company, incorporated in 1884 to establish and operate a ranch in the area; the shareholders were Gilbert and William Pugsley, Robert Doull, Oliver Stone, and George Terry Marsh (NA, RG 95, vol. 2655).

The company remained in business after 1886, and in 1888 it made another appeal for a return on its investment and was turned down. Jackson, one of the original investors, indicated to the Secretary of the Interior in 1887 that he had never been informed of the scrip received in 1886 in settlement of accounts with the Dominion. Similarly, John Ferguson of Nova Scotia said that he had invested his money through Doull, and had never received a return (NA, RG 15, vol. 300, file 5043).

The company ceased to be active around 1902, and the firm of Osler, Hammond and Nanton wound up the business and sold the remainder of the land. Its solicitors were Munson, Allan, Laird, and Davis of Winnipeg (Saskatchewan Archives Board [SAB], RG 348, file 5126).

The **Edmonton and Saskatchewan Land Company of Canada** was owned primarily by W.B. Scarth, but Alexander Morris, the Treaty Commissioner from Treaties 4 and 6, had stock in the company as well (NA, RG 95, vol. 2555). One of the investors, George Gordon Dustan of Nova Scotia, applied directly to John A. Macdonald for the land, even before the company was formed, and the land they acquired was in the Edmonton district, just east of the city and some distance from the railway at that time. The company seems to have had an affiliation with the Canada North West Land Company, through Scarth, as some correspondence appears on the letterhead of the latter company (see NA, RG 15, vol. 273, file 427767-1).

George A. Simpson, Dominion Lands Surveyor, was hired as agent for the company at the same time that he was surveying for the Interior and Indian Departments. When this involvement was brought to the attention of Interior Department officials in 1883, they determined that there was no conflict of interest because Simpson held no shares in the company, in spite of a clause in the *Dominion Lands Act* prohibiting employees from purchasing land or acting as agents for others interested in buying land. Simpson did have shares in the British North American General Farming and Colonizing Company, however.

Alexander Morris, William Scarth, and James McLennan wrote to Prime Minister Macdonald on May 30, 1883, asking for a change in the proposed system of survey for the district because they believed that the river lot system proposed would not be in their interests. Later, they also applied for a change in the original allotment of land; they gave up two townships and acquired three, for the reason that the original two were separated from the remainder of the tract. The three townships they applied for, and received, were all surveyed by Simpson, their own agent (see NA, RG 15, vol. 273, file 427767-1).

When the company's contract for the land was cancelled in 1886 and settlement with the Dominion was being arranged, the company asked to be treated as a separate case and to receive consideration for the costs of salaries, expenses, and capital expenditures. It did receive credit for one-third of its expenses, paid in an additional land grant. Morris was, at this time, President of the company and was instrumental in making this special arrangement. He was also authorized by special Order in Council in 1887 to give the patented lands to shareholders in exchange for a surrender of their shares to the company (see NA, RG 15, vol. 273, file 427767-1).

The **Ontario and Qu'Appelle Land Company** had several directors who would have prominence elsewhere in western development: E.B. Osler was the largest shareholder, but William Mulock, who would act as Minister of the Interior when Sifton was away, was also a director. This company had its head office in Toronto and had an initial capital investment of $1 million, a much larger investment than most companies made (NA, RG 68, lib. 84, p. 154). It acquired some of the CPR lands in 1882, as the Canada North West Land Company also did. By 1894, it had had to surrender much of this land back to the CPR.

The **Qu'Appelle Valley Farming Company** was an interesting firm, associated with the Bell Farm company. William Robert Bell, a farmer from Brockville, Ontario (James Smart's home town), and H.J. Eberts enlisted other local Ontario farmers and merchants to establish the Qu'Appelle company, with a capital stock of $600,000. They made an arrangement with the CPR and the Ontario and Qu'Appelle Land Company to acquire a 9-square-mile area in the railway belt. These odd-numbered sections were purchased at $2.50 per acre. They also purchased the even-numbered sections from the Department of the Interior at the rate of $1.25 per acre, and agreed to place 128 families per township in this tract, within five years. The money was to be paid in five instalments, at 6 per cent interest on the unpaid balance. They attracted settlers by offering shares in the company. The company established the model Bell Farm 12 miles from Indian Head, Saskatchewan, a series of individual holdings that were farmed collectively. The farm had 14,000 acres under crop by 1885 and 106 settlers. The operation was massive at the time (NA, RG 15, vol. 270, file 41273/2).

One of the early directors was Edgar Dewdney, who was elected in 1883 along with Senator Northwood of Chatham, Thomas Howard, William Boyle, Arthur Eden, and Duncan Macarthur of Winnipeg. In that year the Interior Department agreed to sell to the company section 24 in Township 18, range 13, west of the 2nd meridian, at the rate of $8 per acre. The sale was subject to the usual rights of the CPR in the section for the station, road bed, and other railway purposes. Interior agreed to reimburse the Qu'Appelle Company for any land taken out of the section by the CPR. This acreage amounted to 30.52 acres. The remainder of the section, which was in addition to the original grant, became company property and took on additional value because of its proximity to the station grounds. It appears, from a letter written on August 21, 1953, from W.A. Bell, Manager of the Canada Trust Company, Winnipeg, that his father and the company sold the townsite lands (Indian Head) to the CPR at a profit. It is worth considering whether Edgar Dewdney was one of those who benefited from the transaction (NA, RG 15, vol. 270, file 41273/2).

Matters got considerably more complicated after 1884, when the company began to experience some losses through fire, horse theft, and crop failure. Land already occupied by squatters was, in some cases, bought out, and the company negotiated with the Interior Department to get some of the land patented in the name of the company without paying the balance of monies owed. The company made plans to establish an agricultural college, and asked for concessions to support the endeavour. It pointed out that some of the land reverting back to Interior was improved, and that the value of these improvements should also be considered in the amount of land patented to the company. It claimed to have hired over 200 Indians to assist in agricultural operations. In addition, the company calculated that the farm itself would be a good advertisement for the Department. The company also applied for a rebate on interest. In 1886, the Minister agreed to take the money paid by the company to date, apply it to a block of land to be patented to the company, and take back the balance of the land, including the land patented to the CPR. The company then asked to have the lands it had returned added back to the venture, since it was raising money in England on the promise of the agricultural college. Apparently this request was successful; although the company did pay the balance owing on these lands, it succeeded in getting a rebate on interest. The plans for the farm were not successful, however, and the company lost most of the land before the turn of the century (NA, RG 15, vol. 270, file 41273/2; RG 68, lib. 85, p. 116; lib. 94, p. 108; Macdonald 1966, 249-50).

The **Canadian Colonization Company** was formed by a group of Manitoba investors, including A.A.C. LaRivière, who pressed to have the Roseau River reserve surrendered, and Charles de Cazes, who became the Indian Agent at the Edmonton Agency. It acquired 200,000 acres of land.

The history of the other 26 companies will not be described here because they had disappeared by 1887, when their five-year contracts expired. Most companies had multiple directors, to spread the risk, often with a combination of politicians and businessmen. Of the total number of applicants in 1882, there were five senators, 24 parliamentarians, and seven members of provincial legislatures (Macdonald 1966, 238). The companies can be summarized as follows:

- The companies attracted investors from Great Britain, eastern Canada, and the eastern United States.

- The companies had to come to an agreement with the Department of the Interior as to the selection of lands, and this consensus involved political pressures.

- The companies' managers had to register homesteads in the same manner that dominion lands agents did.

- The directors of the companies, mostly speculators with limited investments, could resell the odd-section lands at a profit when the demand arose.

- The companies were inspected by the homestead inspector to ascertain their degree of progress in selling lands and attracting homesteaders. Some companies simply told the inspector not to bother, as they had no homesteaders.

  Rufus Stephenson was appointed Inspector of Colonization Companies, and he would pay visits to ascertain progress. In the returns submitted to him in 1883, there are lists of homesteaders, along with improvements; most cropped from 2 to 10 acres, if they made any improvements at all. In an article in the *Winnipeg Times*, October 24, 1883, Stephenson was interviewed about his inspections. He found that 11 companies were doing well, having attracted 100 settlers each. He commented that he did not understand why some people saw the colonizations as land-grabbing enterprises, as "all the land they hold is a mere speck on the map" (NA, RG 15, vol. 306, file 65600).

- Some companies were criticized for fraudulent advertising to attract immigrants (Macdonald 1966, 239).

- The companies failed because there was simply no demand for land that was at a great distance from rail lines, and, since companies could only select lands outside the railway belt, this was a built-in disadvantage to the attraction of settlers. Roads and improvements were high cost, as was the provision of relief to settlers when crops failed, and companies overextended themselves. The railway companies were selling land closer to the rail lines at considerably cheaper prices (Macdonald 1966, 241). The only ones that lasted, such as the Edmonton and Saskatchewan Land Company, were those that could forecast when and where the lines would run, and attracted settlers and speculators on that basis, or those that had some direct affiliation with the railways.

- When the government cancelled the deals with the companies in 1886, the companies were divided into two classes, at their own request. One class had paid only the first instalment, and had not put homesteaders on the land, and they received scrip for land equivalent to the value of the instalment paid. The second class had succeeded in putting some settlers and making some improvements, and they were entitled to scrip equal to their investment, plus a remission of $160 per settler and to the expenditure actually made in developing the grant. In total, the companies received 438,000 acres of land and scrip valued at $376,524 for placing 1243 settlers (Macdonald 1966, 242). Several companies appealed to the Department of the Interior and to politicians to have some of their costs for improvement compensated.

1902 TO THE 1920S

Throughout this era there were three types of land buyers:

- The *bona fide* settler was sought by both government and industry to farm the land in the fertile belt. The ultimate purpose of settlement was to get these individuals, recruited from Great Britain, Scandinavia, Eastern Europe, eastern Canada, and the U.S. Mid-West, to come and farm the land. These settlers would provide traffic for the rail lines, markets for consumer goods, and products for the cattle and grain industries.
- The local speculator settled in one of the towns or cities and made his living by the sale of goods and services. They were lawyers, realtors, bankers, brokers, and merchants. This group, along with farmers and ranchers with large and successful holdings, made up the layer of society from which patronage appointments and political candidates were culled. These individuals would buy up lands, including reserve lands, on short-term speculation.
- The major speculators and land companies had considerably more capital, could buy land in blocks, and hold it for longer periods. Some of these speculators were also bankers and businessmen who had other careers, but they usually worked in partnership to raise sufficient capital to make large investments, often in areas remote from their home base. These men were the major buyers of land in the period before 1906.

The first group of colonization companies, between 1882 and 1886, were handicapped by the distance of their holdings from transportation centres and by high development costs. A few survived into the next century if they had affiliations with the railway companies or were situated where speculation would be profitable on the lands they retained in the 1886 contract cancellations.

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After the turn of the century, however, the railway companies showed renewed interest in having companies sell land in their land grants. The pace of immigration was increasing, especially from eastern Canada and the United States. A second group of companies that incorporated between 1901 and 1906 invested Canadian and American capital, primarily. Many had dual U.S. and Canadian incorporations, their purpose being to bring Americans to the Canadian West. They used a system of advertising, subsidized transportation, and commissioned agents to pull in settlers. Some of the investors already had extensive experience selling U.S. railway lands, particularly those of the Northern Pacific (Hedges 1939, 141-43).

Between 1901 and 1906, for example, the CPR sold 2.3 million acres to 13 different companies, and sales escalated. The use of other companies continued until 1913, when the CPR reverted to selling only to "settlers." The CPR sold the land at about $2.50 to $4.75 per acre, and it was then sold again at a profit to the companies.

Three of the companies active in this period included:

- The **Canadian American Land Company**, headed by Beiseker, Davidson, and Martin, three speculators from North Dakota, acquired land on the CPR Pasqua section in eastern Assiniboia.
- J. Heber **Haslam**, a Canadian, bought and sold land south of Weyburn. Haslam had an office at 312 Jackson Street in Minneapolis (in the same block as the Saskatchewan Valley Land Company). He wrote to Sifton in January 1905 with a request to buy odd-numbered sections so he could establish whole communities. It was not clear from the correspondence whether he was asking Sifton for assistance in getting approval or for investment (NA, MG 27, Sifton Papers, D-II-15, C579, 143987).
- The **Northwest Colonization Company,** headed by Minneapolis businessmen O.A. Robertson and F.B. Lynch, acquired land in southern Saskatchewan and Manitoba. It had a minimum sales clause of $4.00 per acre to keep it from underselling the Canada North West Land Company, the primary CPR company.

Others companies active in this period were the following:

Union Trust Company of Toronto
Ontario and Saskatchewan Land Corporation
Great West Land Company
Alberta Central Land Corporation
Alberta and Saskatchewan Colonization Company
Western Canada Land Company
Luse Land Company (see below) (Eagle 1989, 185-86)

THE COMPANIES

Saskatchewan Valley Land Company

The company that has garnered the most attention from this period is the Saskatchewan Valley Land Company. Along with a series of affiliates, it sold land from the Qu'Appelle, Long Lake, and Saskatchewan Railway grant and, later, from the Canadian Northern Railway (CNOR) grant. It included both Saskatchewan and U.S. speculators and required the cooperation of Clifford Sifton, James Smart, and J.G. Turiff to allow the concessions it needed. Although it does not appear that Sifton had any direct affiliation with this company, he did put money into other enterprises headed by the same group of gentlemen.

The Saskatchewan Valley Land Company was incorporated in January 1913. The original directors included Z.A. Lash, counsel for the CNOR; Miller Lash, his son; Massey Morris, banker; Byron Edmund Walker, banker; James Stellar Lovell, accountant; and William Bain, bookkeeper. In addition, there were others who seem to have worked in Lash's firm (Blake, Lash, Anglin and Cassels). All of these individuals were from Toronto, and they began with $3 million in capital investments (NA, RG 68, lib. 158, p. 407).

The company appears to have been acquired by a syndicate, though the actual arrangement is not clear. No records have been found which would indicate whether Lash and his associates continued to have a financial interest. Lash was a major investor in the Qu'Appelle, Long Lake, and Saskatchewan Railway, and had begun to acquire stock in that company in 1902 as well, accumulating a majority interest by 1906.

The syndicate included Colonel Andrew D. Davidson, a Canadian by birth who had already had extensive experience in railway real estate; his brother-in-law A.D. McRae of Duluth, also a Canadian; McRae's father-in-law, George Howe; Davidson's brother Alexander R. Davidson, of Little Falls, Montana; George F. Piper, of Minneapolis; Walter Douglas, Cedar Rapids, Iowa, president of Quaker Oats; D.H. McDonald, banker and realtor, Fort Qu'Appelle, Saskatchewan; A.J. Adamson, merchant, politician, and scrip speculator, Rosthern, Saskatchewan; and A.L. Warner.

The Americans became interested in Saskatchewan land when Adamson and McDonald sent samples of Canadian wheat to Quaker Oats, where it gained Douglas's attention. The samples were forwarded on the advice of C.W. Speers, the General Colonization Agent at Winnipeg and a political associate of Sifton's (see below) (Hedges 1939, 144-45).

The syndicate first acquired a block of land from the Qu'Appelle, Long Lake, and Saskatchewan Railway. This block, 840,000 acres, was purchased at $1.53 per acre. This particular rail company had threatened litigation in the mid-1890s over the quality of the lands in its grant reserve. The company had rejected some of its 1.6-million-acre land grant and wanted new lands elsewhere. The issue was still outstanding when the syndicate offered to buy the rejected lands. The 98,800-acre land grant of the Saskatchewan and Western Railway was also acquired; this small railway linked Minnedosa to Rapid City, Manitoba, a distance of 16 miles; the land, granted in 1894, was located in Saskatchewan. The lands purchased by the syndicate were located primarily between Regina and Saskatoon, were unsettled at the time, and were not considered particularly arable.

Correspondence from February and March 1902 from J.G. Turiff, Commissioner of Lands, to Sifton seems to indicate that Turiff was involved in the scheme, along with Speers, the syndicate, and possibly J.O. Smith, Commissioner of Immigration in Winnipeg. On February 16, 1902, Speers wrote to Sifton on Smith's letterhead, calling Sifton's attention to a map of the lands between Saskatoon and Regina. He said that the land had been considered unfit by the company, and this discontent had led to difficulty between the railway company and the government. Speers said he was convinced that the country was good and recommended that Sifton "take over this land feeling assured that we can settle it and dispose of it in the interest of the Department. . . . I anticipate that some of the country referred to will be settled during the coming summer and the value of the odd-numbered sections very materially enhanced" (NA, Sifton Papers, MG 27, D II 15, C544, Speers correspondence 1902).

Turiff wrote Sifton a private letter on March 8, 1902, from New York, saying that he was looking for investors, but was not having much luck attracting the eastern capitalists. He thought they might be more successful with the St Paul/Minneapolis people. "I have a couple of men at work on it, but their only chance is to organize a company and raise money by bond, and I do not consider it feasible; I am leaving for home tomorrow . . . [not legible] of not being able to purchase from Ryway on reasonable terms, could the Gov't. not buy it and sell it in a block at a small advance, on reasonable terms, I am sure enough could be sold in next two years to pay it off. Should anything now turn up will advise. . . . Our reason for Govt. buying would be to get rid of law suit, and make land available." Later, on March 23, Turiff wrote from Winnipeg, saying he had spoken with Mr Nanton in reference to their grant and that he thought they would lower their figure by 25 cents per acre. On March 26 Turiff sent a telegram to Sifton from Sintaluta, North-West Territories, in cipher: "Secure without delay Regina, Long Lake land grant or hold in abeyance until I reach Ottawa on Saturday" (NA, Sifton Papers, MG 27, D II 15, C545, Turiff correspondence).

The company then approached the Department of the Interior, on April 12, 1902, for a 250,000-acre tract of even-numbered sections along the railway, interspersed with railway lands, which they proposed to sell with the odd-numbered sections in the grant. It is important to note that the company would not select all the even-numbered sections in the reserve, but only part of them. The rest would remain open for homesteading. They offered a 20 per cent deposit on a purchase price of $1 per acre, and promised to place 20 settlers in each township where the homestead lands were retained by the government, and 12 settlers per township in the even sections they purchased.

The letter, written on April 12, postdated a letter to Sifton from J.O. Smith recommending that the government employ land companies to sell these particular lands, which were still empty. In fact, the original April 12 proposal from the syndicate to buy land appears to have been written on Colonization Agent C.W. Speers's typewriter, and it was posted from Winnipeg. It was followed immediately by letters from Speers, endorsing the application and suggesting his own role in masterminding the idea, and from James Smart. Smart met with the syndicate at the end of April and made a few changes in a proposed agreement. He would be an ardent advocate of the company, pushing to have lands surveyed for them for selection and recommending land exchanges as needed. Other researchers have speculated that some of the November 1902 correspondence from Davidson to Smart was written on Smart's typewriter. Apparently Davidson used Sifton's secretary, A.P. Collier, to send him names of voters in Ontario for mailing distributions (NA, RG 15, vol. 857, file 195671/1; Hedges 1939, 145-46).

The proposal was somewhat unusual in that the company proposed to buy lands normally reserved for homesteading, and then to place settlers on these lands in conjunction with their sales of railway lands. Smart, in his endorsement, pointed out that this plan would bring unexpected revenue to the government. Sifton recommended the sale, and it was put through Cabinet in little more than a month after the original proposal. A reserve of 250,000 acres was set aside for the speculators. The original partners in the business, Davidson and McRae, forwarded "half-breed" scrip for their deposit to Canada. Turiff told the local land agent at Regina not to locate any half-breed land scrip on the land reserved by the company. Further scrip payments garnered by Adamson from the syndicate, Osler, and Alloway (all scrip dealers) were used for payment. In 1904, payment on the lands was made by the firm of A.W. Fraser of Ottawa; Fraser was one of Sifton's co-investors in several projects and the man whom Turiff recommended in 1902 as a potential buyer of the indemnity lands of the railway company (NA, RG 15, vol. 857, file 195671/1; Hedges 1939, 145-46).

Because the Qu'Appelle, Long Lake, and Saskatchewan Railway had not been satisfied with the quality of lands in the original grant, it had asked for replacement lands and had filed litigation; this is the lawsuit referred to by Turiff in March 1902. According to a memorandum from the Canada Saskatchewan Land Company of May 30, 1910, the allocation of additional replacement lands in 1902 by the Department of the Interior, endorsed by Sifton, was not communicated to the company directly, but rather to the company assigned to sell the land, so it is possible that the Saskatchewan Valley Land Company undertook this selection as part of its selection of the even-numbered sections under the purchase arrangement (NA, RG 15, D-II-1, vol. 305, file 65383).

It seems possible that Smith, Speers, Turiff, Smart, and Sifton were all involved, as well as Adamson and McDonald in Saskatchewan. Adamson was Turiff's brother-in-law and business associate, and McDonald was involved at the same time with Smart in another scheme to place Jewish settlers in the Qu'Appelle Valley. Speers was the one who, as noted above, had approached the American capitalists in Minnesota. According to the Sifton correspondence, Speers had made other business proposals to Sifton and may have been involved in other ventures. Sifton was obviously involved in securing the arrangements, perhaps investing cash as well. Turiff was involved in negotiating the purchase. A letter to A.P. Collier of July 7, 1902, places him in St Paul, meeting with Colonel Davidson. In a letter to Sifton of September 6, 1902, Smith referred to a proposal for a business venture involving himself, Smart, W.T.R. Preston, overseas immigration officer for the Department of Interior, Frank Pedley, William White, and Sifton. He did not specify what the proposal was, however, and it was not retained in the file (NA, Sifton Papers, MG 27, D II 15, C544, J.O. Smith correspondence 1902).

The method pursued by the company was to sell the railway lands and to "give" away the homestead lands; there were complaints that settlers were compelled to buy land in order to homestead. The lure of "free homesteads" was used to bring settlers in, although the company denied pressuring people to buy lands or picking up cancellations. It could sell not only the odd-numbered sections but some of the even sections acquired from the government as well. Blocks of lands were sold to other firms and speculators, who then resold them. The syndicate also asked for commissions for placing homesteaders on government lands, in spite of the original agreement. It was able to pressure the government successfully to subdivide some of the land that had not been completely surveyed, and its success in importing people was used as a lever (NA, RG 15, vol. 857, file 695671/2).

There is no doubt that the firm employed powerful enticement techniques, including extensive advertising in the United States and transportation into the area from the United States. It also built two hotels within its blocks of land to attract visitors. Subagents were employed in recruiting farmers (see Martin 1938, 324-27). The company not only met but exceeded the homestead requirements. The first large settlement in the area was by a group of German Catholics from Minnesota.

The lands were sold at $8-12 per acre. Those who did not pay the full amount at purchase paid 6 per cent interest on five instalments. Purchasers were required to pay survey fees, and the agents in the United States were paid commissions. It was an extensive, costly, yet lucrative deal, and it garnered criticisms from the Conservative Party. The government had accepted scrip as payment for lands, from which the foreign speculators were deriving great profits. Adamson, one of the directors, was running for the House of Commons as a Liberal. Sifton defended the company in the House in 1904, saying that the government had received revenue that it would otherwise not have got and that the receipt of scrip was not important, since the government would have to redeem the paper (Hedges 1939, 149).

The sales work of the company had the effect of enhancing the value of adjacent land. One of those who entered a homestead in 1902 in land near the reserve, and near Saskatoon, was James Smart. Allegations were made that some of the company's homestead entries were bogus, entered by those who did not intend to farm the land but only to speculate on it. Some Canadians complained that they were denied homesteads in the area by the Dominion Lands Agent in Regina on the basis of the company's reserved lands; they believed this discrimination was giving unfair advantage to Americans (NA, RG 15, vol. 857, file 195671/1). By the time these criticisms emerged, the affairs of the company had largely been taken over by its replacement, a new firm with the same syndicate, but with the capacity to enlarge its operations.

Saskatchewan Valley and Manitoba Land Company

The Saskatchewan Valley and Manitoba Land Company (SVMLC) was formed under the same procedures as those for the Saskatchewan Valley Land Company. The incorporation in 1903 was for a company directed by Massey Morris, Robert Cecil Hamilton Cassels, Miller Lash, William Bain, James Lovell, and other employees of the Blake, Lash, Anglin and Cassels firm (except Z.A. Lash). Again, the same American/Canadian syndicate took over, using this law firm as its counsel in the initial phases. Two of the original directors, William Bain and James Lovell, served as secretary and chair of the Executive Committee, so the link between the charter directors and the syndicate continued in some form. The firm did not register in Saskatchewan until 1907, long after it had begun to do business there, because of confusion over the necessary papers (SAB, RG 348, file 4585; NA, RG 68, lib. 182, p. 51).

The company then proceeded to acquire land from several sources:

1 It acquired unsold lands from the Saskatchewan Valley Land Company, amounting to 199,430 acres at $3 per acre. The new company simply took over the obligations of the old one, buying out its assets, and assuming the Jackson Street address in St Paul, Minnesota. This process was gradual, being completed only in 1909. It then also acquired:

  - The 98,800-acre tract that had first belonged to the Saskatchewan and Western Railway. Angus W. Fraser, barrister, of Ottawa, and close Sifton associate, seems to have had a part interest in this land, because some of the payments were made to him. Fraser was apparently representing the "Saskatchewan Valley and Manitoba Railway Company." This land was sold at an average price of $7.18 per acre.
  - The 320 acres belonging the National Trust Company, as well as miscellaneous amounts of land belonging to private individuals (NA, RG 30, vol. 2459, Saskatchewan Valley Black Book).

2 The company also acquired, in 1903, an assignment of 911,161 acres from CNOR. The SVMLC would sell the land, at not less than $5 per acre, and then reimburse CNOR at $3 per acre plus one-third of gross receipts above $3 per acre. Essentially, it was selling land on

commission. All the transactions were run through the National Trust Company (NA, RG 30, vol. 2459, Saskatchewan Valley Black Book).

In 1905 the agreement was cancelled and unsold land was returned to CNOR, with the provision that the land company could keep the profit it might have made if all the unsold lands had been sold for $5.20 per acre (Regehr 1976, 228). The company made a profit of $1.3 million on these lands.

After 1905, the partnership of Davidson and McRae continued to act as land agents for CNOR.

3 In 1904, the company entered into a contract with Mackenzie, Main and Co., Ltd., to sell townsite lots. Within a year they had secured control of over 200 town sites along the CNOR route. Mackenzie and Main set up a "new company," with Davidson and Hugh Sutherland of Winnipeg, and sold the townsite lots to the new company, which then entered into an arrangement with SVMLC to sell them, in return for shares in this new company. The firm name is not available. (NA, RG 30, vol. 2459, Saskatchewan Valley Black Book; see also Hedges 1939, 150).

The legal work was done later by Metcalfe, Sharpe and Stacpoole, who formed the splinter Saskatchewan Valley and Alberta Land Company, and also by Munson, Allan, Laird, and Davis, who did legal work for CNOR.

The stock ledgers of the company in 1907 list, in addition to the directors of the syndicate, a number of relations in Duluth, Minneapolis, and Winnipeg. Z.A. Lash had some shares, as did Hugh Sutherland of Winnipeg, William White of Winnipeg (Vice-President, CPR), J.W. Leonard (manager, western division of CPR), and A.W. Fraser, Lily Turiff (probably J.G.'s wife), George Bulyea of Edmonton, and David Wood of Winnipeg.

The board changed over the years. D.H. McDonald of Fort Qu'Appelle was treasurer until 1909 and kept his stock until 1911, when he dropped it, and then reacquired stock in 1913. Chester Latham of Winnipeg became secretary. D.B. Hanna, of CNOR, acquired shares in 1911, as he did with the Qu'Appelle, Long Lake, and Saskatchewan Railway. C.E.F. Brande and C.E. McPherson of Winnipeg were also directors after 1915 (SAB, RG 348, file 4585; NA, RG 68, lib. 182, p. 51). Employees included a "Miss Smart" and an E.R. Collier (NA, RG 30, vol. 2459, Saskatchewan Valley Black Book).

The company used the same sales techniques that its predecessor began and showed a profit of between $1.47 and $2.85 per acre (NA, RG 30, vol. 2459, Saskatchewan Valley Black Book). By 1914 its finances had begun to fail, and in 1920 it showed a loss. The partnership of Davidson and

McRae dissolved in 1914, but it still held a lot of land. The company was struck off the provincial record in 1929 (SAB, RG 348, file 4585; NA, RG 68, lib. 182, p. 51).

Canada Saskatchewan Land Company

The Qu'Appelle, Long Lake, and Saskatchewan Railway and Steamboat Company (QLLS) had lands other than those already discussed to sell as well. As part of the original financing agreement with the Dominion, an area of 493,269.34 acres was identified as indemnity lands. These lands were held as security against the fulfilment of a transportation contract with the government. In effect, if the company did not provide services with the $80,000 per year subsidy being provided by the Department of the Interior, these lands could be retained by the Dominion. Interestingly, the transportation contract included the carriage of supplies for Indians under Treaty 6. These indemnity lands, as will be seen, were the subject of protracted disputes among the company, the Department of the Interior, and CNOR; they were not confirmed by Order in Council until 1907.

In 1902 J.G. Turiff, then Land Commissioner, said that the company wanted to return these lands to the government because it felt it could not earn the subsidy. Turiff proposed that the lands be sold to A.W. Fraser, one of Sifton's business associates, on behalf of the Saskatchewan and Northern Colonization Company. Fraser and his firm would repay the principal advanced to the rail company as subsidy and then buy the land. Turiff recommended the proposal, given the dispute with the rail company about the quality of land grants, but the idea was not accepted (NA, Sifton Papers, MG 27, D II 15, C545, 107468).

On June 13, 1906, these indemnity lands were nonetheless assigned from the railway company to shareholders William Pugsley, E.B. Osler, H.C. Hammond, and C.S. McInnes as trustees; Pugsley replaced Hammond as president of the firm. On the same day, Pugsley and the other trustees conveyed the indemnity lands to David Russell, representing the Saskatoon and Western Land Company, and Montreal financier J.N. Greenshields. Russell and Greenshields had agreed to purchase the land at $2 per acre from Pugsley a month earlier. The directors of the Saskatoon and Western Land Company were William Pugsley, J. Dobson Good, Edward Dowling, and David Russell of Montreal. This company was formed in 1907, with $6.5 million in capital investment (NA, RG 68, lib. 189, p. 237; RG 30, vol. 1363, Minute Book 2).

Meanwhile, the QLLS was involved in a dispute with CNOR, which, since 1903, had been selecting lands within the area reserved for the company. Sifton had agreed in 1905 to let CNOR do so, in spite of an Order in Council of 1903 which specified that CNOR selections were to be contingent on those made by QLLS in the reserved block, and that this right would terminate the last day of 1905. In addition, the responsibility for making selections on behalf of the Qu'Appelle and Long Lake Land Company had been given to Davidson and the Saskatchewan Valley Land Company; Davidson had then, through the Saskatchewan Valley and Manitoba Land Company, taken over the responsibility of choosing CNOR lands.

A protest about CNOR selecting lands prior to selection by QLLS had been levied in 1905, resulting in a referral of the issue by the Department of the Interior to the Department of Justice. Justice affirmed the rights of QLLS over those of CNOR. When the arrangement with Greenshields and Russell was made in June 1906, QLLS did not know that CNOR had continued to select lands after 1905, and it gave Greenshields the power of attorney to finish the selection of QLLS railway lands. CNOR then approached Greenshields, via William Mackenzie and A.D. Davidson, with a proposal to allow QLLS to select 200,000 acres in the CNOR reserve if the CNOR selections in the QLLS reserve could be patented. Greenshields sought and received authority from QLLS to do this. Greenshields wrote to Oliver on June 16, 1906, saying that he had authority from his clients to made the selections, and asserting that QLLS would agree to patents of any land selected by CNOR before or after the end of December. The QLLS was furious when it became aware of the letter, because it had not realized that CNOR had continued to select lands in its reserve after the end of 1905, and it revoked Greenshields's authority. Greenshields claimed that the phrase referring to lands selected after 1905 had been inserted in the letter to Oliver without his knowledge (Regehr 1976, 182-83; NA, RG 15, vol. 305, file 65383, memo from Canada Saskatchewan Land Company to Governor General in Council, May 30, 1910).

Meanwhile, CNOR had purchased control of the company in mid-July 1906. Apparently the sale was made to obtain money to pay off the $4 per acre lien on the indemnity lands so the grantees could obtain patent. The Order in Council of July 10, 1907, a year later, which accompanied the Order in Council that formally allotted the contested indemnity lands to the Qu'Appelle, Long Lake, and Saskatchewan Land Company, set the lien at $5 per acre and provided for patent to issue to the company, not to any assignees or grantees (NA, RG 30, vol. 1363, Minute Book 2; NA, RG 15, vol. 1016, file 1583000/1). In other words, the company had to pay the government $5 per acre to secure patent.

In January 1907, Greenshields signed over his interest in the sales arrangement to Russell and the Saskatoon and Western Land Company, but in the end it appears that the arrangement for sale was never actually completed, perhaps because of all the legal difficulties. Hammond transferred his interest in the indemnity lands to Osler in 1908, and then, in December of that year, the remaining three men assigned their interest to the Canada Saskatchewan Land Company. Russell and the Saskatoon and Western Land Company assigned their interests to the Canada Saskatchewan Land Company as well. Augustus Nanton, president of the firm, became the agent for sales, through Osler, Hammond and Nanton. The vice-president of the Canada Saskatchewan Land Company was R.A. Smith, one of the former shareholders in the Qu'Appelle, Long Lake, and Saskatchewan Railway, who resigned when CNOR took over the majority control of the stock in July 1906.

By 1910, the QLLS was in debt to the government; for a variety of reasons, the value of transportation services provided to the government in return for a 20-year-term annual grant of $80,000 to the line had not equalled the value of the grant. The government was asking for a refund, and this demand affected the value of the indemnity lands, since the government held a lien on sales pending resolution of the difference in amounts. In return, the company pointed out that the government had been tardy in allocating the land grants for the railway; some of the land had not been fit for settlement and had been replaced; the company was not even aware of the replacement lands until other claims had been made on them; and the CNOR had been allowed to select land within the Qu'Appelle reserve, even though this was prohibited by an agreement in 1903.

David Russell filed suit against Pugsley, C.S. McInnes, and the estate of H. Hammond (under the National Trust Company) for breach of contract. It appears that he also filed suit against Greenshields, the latter being represented by Chrysler and Bethune, the firm that also represented Sifton. The outcome of these actions is not known.

Besides the land conveyed to the Saskatchewan Valley Land Company, and that conveyed to the Canada Saskatchewan Land Company, over 2000 acres were patented to A.M. Nanton, and just under 2000 acres was patented to each of Pugsley and McInnes. Over 150,000 acres was patented to other nominees; and 120,000 acres was patented to the Land Corporation of Canada (NA, RG 15, vol. 305, file 65383/13, memoranda from J.A. Cote, Interior, January 23, 1917).

Land Corporation of Canada

The Qu'Appelle and Long Lake Land Company was incorporated in 1882 as a companion to the Qu'Appelle, Long Lake, and Saskatchewan Railway and Steamboat Company. Both companies were essentially owned by the same men, including William Pugsley and his sons, and they sought to raise money in England for their railway and colonization endeavours. Some of the capital came from the Land Corporation of Canada, and in return the latter firm claimed a right to some of the land grant of the railway company.

The company was incorporated in London in 1881 by Robert and John Tennant, Ellis Gilman, H.W. Maynard, L.T. Whalley, William Negus, Alexander Fraser, Arthur Grenfell, Sir Stuart Hogg, and Sir Rowland Blennerhasset. Molyneux St John, a journalist and witness to Treaty 1, was also a shareholder (see Appendix D, Sifton: Investments: Grenfell had business dealings with Sifton). They then registered for business in the North-West Territories around 1900. George Terry Marsh, who also acted as agent for the Qu'Appelle and Long Lake Land Company, became their agent and attorney. They later used other attorneys, including Blake, Lash, Anglin and Cassels, and William Mulock of Winnipeg.

By 1918 the firm's affairs were largely administered by the Northern Trusts Company of Winnipeg (SAB, RG 348, file 6704).

Canadian Prairie Land Company

The Canadian Prairie Land Company was another of the companies that sold CNOR land. The company was formed in 1905, bought 500,000 acres of CNOR land at $3 per acre, and resold it to settlers. In exchange for the land, CNOR gained control of the stock and sold shares in England, probably through the British Empire Agency, with which this company and CNOR were affiliated. The company had problems with its initial charter because it had set the shares at $5, too low under the law for the capital investment involved; these charter problems may explain why the company transferred stock to CNOR (see Appendix D on Sifton's investments). Within two years it was selling lands at $9.50 per acre, with interest on instalments at 6 per cent (Hedges 1939, 151; Regehr 1976, 22-31; NA, RG 95, vol. 2693).

Like the Saskatchewan Valley Land Company and the Saskatchewan Valley and Manitoba Land Company, the Canadian Prairie Land Company seems to have been formed by people associated with the Blake, Lash, Anglin and Cassels firm in Toronto: James S. Lovell, Robert Gowan, William F. Ralph, Robert Phipps Ormsby, Frances Annesley, A.J. Mitchell, and George Cassels. Annesley and Ormsby were among those who bought stock in the Qu'Appelle, Long Lake, and Saskatchewan Railway in 1906 with Z.A. Lash, of that firm, who assumed control of the company. Later, the directors included Hugh Sutherland (promoter of the Hudson Bay Railway), D.B. Hanna of CNOR, and A.D. Davidson. There were several British investors as well. Sifton also seems to have had shares in the company because, in 1912, he transferred or sold his shares to the British Empire Trust (NA, Sifton Papers, MG 27, vol. 298). J.H. Lamont of Regina, another Sifton associate, was solicitor. Lamont also bought land at the Moosomin sales in 1909.

In 1917 this firm absorbed the Canadian Loan and Securities Company, owned by Davidson and McRae (see below).

Saskatchewan Valley and Alberta Land Company

This company was established by Thomas Metcalfe, Lorne Elliott, Dick Stacpoole, E.E. Sharpe, and George Metcalfe. Metcalfe, Sharpe, and Stacpoole had a law firm that worked for the Saskatchewan Valley and Manitoba Land Company, and they had done some of the title transfers for the Moose Mountain/Assiniboine reserve sales that A.C. Bedford-Jones was involved in. The firm also worked for buyer A.S. Porter (see Chapter 6: Ocean Man and Pheasant's Rump).

These lawyers and businessmen established the land company in 1906, with a $5 million capital investment and a head office in Humboldt, Saskatchewan. They had an office in Regina, also, with Norman McKenzie acting as agent. McKenzie was the law partner of George Brown, director of the Northern Trusts Company, a Liberal, and the Lieutenant Governor of Saskatchewan in 1910. A.D. Davidson, A.D. McRae, A.R. Davidson, and George Howe acquired shares in 1908, and acquired majority control by 1912. D.B. Hanna, of CNOR, also invested in this chain of companies.

By 1917, the company had ceased to do business, but it is not clear from provincial files where and how it acquired land for sales (SAB, RG 348, file 2314).

Quill Plains Land Company

This firm was incorporated by the same group of men as the Saskatchewan Valley and Alberta Land Company, and the office was also in Humboldt. Edwin Swift of Chicago, Peter Jenson of Nebraska, and Robert Jenson quickly bought up most of the shares in 1908, and by 1912 the stock was acquired by A.R. Davidson, C.F. Stephenson, Oscar Mitchell of Duluth (who ended up with A.D. Davidson's estate), Chester Latham of Winnipeg, and C.E.F. Brande of Winnipeg, all of whom had investments in the Saskatchewan Valley and Manitoba Land Company. One of the directors in 1911 was F.O. Riley of Outlook, who may have been related to R.T. Riley and C.S. Riley of Northern Trusts; another 1909 director was L.O. Kirby, a bank manager from Hibbing, Minnesota. In the 1920s they were paying Saskatchewan incorporation fees through the firm of Munson, Allan, Laird, and Davis of Winnipeg; Allan was a director of Northern Trusts.

According to a letter from C.E.F. Brande to C.F. Stephenson of May 15, 1922, the Quill Plains Land Company was still in existence in 1922, but land sales had virtually stopped. The company had 3.046 acres remaining in its assets, and $31,600 in outstanding contracts for sales at $6.85 per acre (NA, RG 30, vol. 2459).

This same group also incorporated the **Canadian Loan and Securities Company** in 1906, for loans and real estate; its offices were established in both Winnipeg and Humboldt. The partnership of Davidson and McRae established majority ownership by 1908. They, too, worked through Munson et al.

In 1917 it was solely a loan company, and it was absorbed by the Canadian Northern Prairie Lands Company Ltd. (SAB, RG 348, files 805, 6695).

Canadian Northern Land Company

The Canadian Northern Land Company was incorporated in 1904 by a group of lawyers from Ottawa: Francis Chrysler, Charles Bethune, Norman Gordon Larmonth, Peter Larmonth, and Geoffrey Chrysler. Francis Chrysler acted at times as Sifton's legal counsel. C.A. Masten was also an investor, and his firm acted as legal counsel. By 1905, when the company registered in the North-West Territory and set up an office in Regina, the directors were Masten, J.R.L. Starr, and J.H. Spence, all apparently from the same law firm. It appears from correspondence that Sifton had an interest in this firm and assisted in setting it up through Masten; his financial interest, however, is not clear. The head office was moved to Regina soon after incorporation, to avoid paying additional Ontario fees (RG 95, vol. 2527; Sifton Papers, vol. 296).

SALES AGENTS

Osler, Hammond and Nanton

The three principals in the firm of Osler, Hammond and Nanton were investors in the Qu'Appelle and Long Lake Land Company, in the Calgary and Edmonton Railway, in the Ontario and Qu'Appelle Land Company, and other enterprises. They acted as banker, scrip dealers, brokers, and sales agents. Nanton, for example, was president of the Canada Saskatchewan Land Company and the agent, through this firm, for the sale of the indemnity lands of the Qu'Appelle, Long Lake, and Saskatchewan Railway Company. Osler, a Conservative MP from Toronto, headed the Ontario and Qu'Appelle Land Company. With W.B. Scarth, he ran the Canada North West Land Company, which became a sales agent for the CPR in the early 1880s.

The firm also sold for the Qu'Appelle and Long Lake Land Company, disposing of the 1886 land grant given by the Dominion in settlement of contracts with the group of 1882 colonization companies. It acted as agents for the Winnipeg Western Land Corporation and for the Calgary and Edmonton Land Company. They held the land until prices were high enough, a practice that gave them some advantage over other firms. They also worked closely with the CPR. In 1904 they were advertising over 800,000 acres, most of it in Alberta (Hedges 1939, 153-54). By handling both Qu'Appelle and Long Lake railway lands and CPR lands, they crossed over between CPR and CNOR lands.

Osler also was a joint trustee with R.R. Angus, D.A. Smith, and W.B. Scarth of the CPR townsite properties, according to an agreement between the CPR and the Dominion in 1883. As trustees, they were accountable to the government for the proceeds of sales. Four sections at Regina, two at Moose Jaw, four at Qu'Appelle, and one at Virden were laid out for the CPR and managed by the trustees (Innis 1971, 259-60). The Canada North West Land Company was responsible for land sales.

Davidson and McRae

As can be gleaned from the above descriptions of the Saskatchewan Valley Land Company and its spinoffs, this partnership of two Canadian men with American ties was at the core of several land companies, and the two primary partners served for years (1904-18) as primary land agents for the CNOR.

COMPANIES REQUIRING FURTHER RESEARCH

Northern Trusts Company

The company was based in Winnipeg, with a Regina office. Its directors included George Brown, J.A. McDougall, A.M. Nanton, C.S. Riley, J. Robinson, F.W. Stobart, George Galt, and George William Allan (Munson, Allan, Davis, and Laird, of Winnipeg).

Western Trust Company

The company offices were in Regina and Winnipeg. Alan J. Adamson, of the Saskatchewan Valley Land Company, was president, with R.P. Roblin as vice-president. D.H. McDonald and F.E. Kenaston were directors, along with J.G. Turiff, J.H. Ross, and MP George McCraney (who pushed for the Moosomin and Thunderchild surrenders). McCraney later lived in Rosthern, as did Adamson. He and Adamson were also co-investors, with Turiff, in the Canada Territories Corporation, a loan company that apparently invested in the Western Trust Company (SAB, RG 348, file 4025).

West Canada Land and Development Company

This firm, whose president was Cornelius Vanderbilt of New York, registered in Saskatchewan in 1906, having been incorporated in Delaware. The company held land south of Brownlee, Saskatchewan, and farmed it. H.R. Leonard was also from New York, but moved to Saskatchewan (SAB, RG 348, file 2156).

Western Canada Land and Development Company

This firm was incorporated in Saskatchewan in 1903, and its manager was the same H.R. Leonard as in the West Canada Land and Development Company. Its shareholders included George Brown, who would become Lieutenant Governor, and who got involved in a Liberal land scandal around this time; James A. Calder, another prominent Saskatchewan politician after the formation of the Saskatchewan government in 1905; George Bulyea; and James H. Ross, MP, who was closely linked with Sifton. Their address was Brownlee, Saskatchewan (SAB, RG 348, file 1720).

It is possible that this firm used Leonard to attract U.S. capital for its farming operations. That would explain the incorporation of the Western Canada Land and Development Company, which had a much greater capital investment.

The James A. Smart Company

The James A. Smart Company was incorporated in 1903 by James A. Smart, Allan Crawford, D. Smart, Joseph Rattey, Mary Ida Hickson, and Eliza Frances Smart (wife of James), all of Ottawa. They set up their place of business in Montreal and conducted a passenger booking agency, immigration agency, and real estate business. They acquired lists of Indian lands for sale, but it does not appear that they purchased any. Smart had not left government service when he set up this firm (NA, RG 68, lib. 182, p. 271).

In an exchange between A.P. Collier, Sifton's former secretary and a realtor in Winnipeg, and Sifton himself, in late 1904, Collier alleged that Smart and William J. White (his partner in the Moose Mountain and Chacastapaysin land purchases) cut a deal with the CPR to buy lands cheaply for resale. Sifton acknowledged that Smart had done so, with his consent. This transaction may have dated back to early 1903, however, before Smart set up his firm. Sifton had in fact assisted in making the arrangements, whether or not he had any financial interest in them. The president of the CPR himself approved the sale at $4 per acre, on a six-payment instalment plan, for 10,000 acres. This price was a dollar less per acre than the going rate. Collier also alleged that Smart was endorsing the use of government pamphlets to advertise the sale of CPR lands through private firms. It appears that Smart might have sold these lands through the Canada North West Land Company, the agent in charge of selling most CPR lands at that time (Sifton Papers, vol. 156, file, Collier, A.P.; vol. 149, 870; vol. 133).

On the whole, little has been found to link any of these companies to departmental officials, except for the suggestions that Sifton, Smart, and Speers were involved in Davidson's empire.

The Saskatchewan Valley Land Company drew its immigrants and buyers from the same Midwestern area of Nebraska, Iowa, and Minnesota from which Bennett and White, working for the Department of the Interior in immigration, drew their clients. As has been described elsewhere, White's department made extensive use of subagents on commission, and the Saskatchewan Valley Company did the same. Some of these agents also worked for the railways.

In 1904, a convention resulting in the formation of the Western Canada Immigration Association involved Robertson and Lynch of the Northwest Colonization Company (and later the Western Canada Colonization Company), and A.D. Davidson. Davidson clearly had working relationships with Sifton, Smart, and Speers, although the only direct involvement he had with Indian lands was through townsite sales for CNOR.

The purpose of this association was the pooling of funds for advertising and networking. The CPR land department made a donation to that association. It is possible that this association served as a vehicle for publicizing the sale of Indian lands (see Hedges 1939, 164).

Bennett and White were known to be associated with at least one of the following companies buying Indian lands, however; they may also have had a connection with Agent J.P.G. Day, who assisted in obtaining surrenders and sales in the Battleford area of Saskatchewan. Bennett was known to have been present at one meeting with the prolific Liberal speculator F.W. Grant, before the Moosomin/Thunderchild sales.

COMPANIES THAT BOUGHT LAND IN INDIAN LAND SALES

Canada National Land and Development Company

The company was formed in 1903 by A.A. Bedford-Jones, R.R. Beaumont, and George W. Marsh, the same three men who forged tenders for the Moose Mountain reserve lands. The company was incorporated in Ontario (Tyler and Wright 1978b, 307, note 142).

This company paid for land tendered at the Enoch/Stony Plain sale in 1902 through George Angus. Their street address was 18 Toronto Street, Toronto, and Bedford-Jones was the managing director.

Western Canada Colonization Company

The Western Canada Colonization Company was one of the firms set up by O.A. Robertson and F.B. Lynch, bankers, from Minneapolis. The Northwest Colonization Company, also a Robertson-Lynch company, was mentioned above, in the context of firms that bought CPR land at the turn of the century and resold it. These same men were directors of the Canada Land and Colonization Company, registered in Manitoba in 1905. The other investors were J.G. Wood, F.H. Mitchell, W.L. Passons, J.A. Brown, and T.G. Barrows.

The Western Canada Colonization Company bought land at the Muscowpetung and Crooked Lakes land sales. It received Manitoba incorporation in 1909. The directors at the time of the Crooked Lakes sales in 1909 were F.B. Lynch, Nicoll Halsey, O.A. Robertson, A. J. Nason, and E.P. Delahunt. They had offices in St Paul, Minnesota, and at the Union Bank Building, Winnipeg. They shared Winnipeg offices with the Northwest Colonization Company and the Alberta and Saskatchewan Colonization Company, all presumably run by the same people. A.L. Gordon of Gordon, Bryant and Gordon of Regina was legal counsel. In 1913, the head office moved to St Paul.

Francis Atherton Bean acquired land on assignment from this company and seems to have been affiliated with it. Wesley Homan Collier had purchased some of the same land in 1911, which was then sold to Bean, and Collier took the company to court in Saskatchewan in 1913. The matter was settled out of court (SAB, RG 348, file 18319). (See also Chapter 6: Cowessess.) There is an E.H. Collier who worked for the Saskatchewan Valley and Manitoba Land Company, and an A.P. Collier who worked for Sifton, but it is not known whether they were related in any way.

The company also bought land at the Muscowpetung sale, which it sold to James Wallis of Dubuque, Iowa. No link has been found between Wallis and any department officials, although he certainly was within the area of Iowa/Nebraska/Minnesota from which both the Saskatchewan Valley Land Company and the White/Bennett team from the Dominion government had their bases of operation.

Luse Land Company

The Luse Land Company bought land at Tramping Lake 7A (Swan Lake) and received notices of other sales. It was based in St Paul, like the Western Canada Colonization Company, and it bought and sold CPR lands in Alberta. The directors included J. Luse, J.E. Martin, Theodore Myers, and A.A. Parker. This company contacted Frank Oliver in 1908 about setting up a Lutheran colony in the Battleford area. It had made a deal with CNOR to purchase some odd-numbered sections, and it wanted the adjacent even-numbered sections reserved; this request was denied (in spite of the fact that it had been done in other instances). Apparently A.D. Davidson had encouraged the company to make the request (NA, RG 15, vol. 1009, file 148,872).

White Land Company

The White Land Company involved William J. White, of Moose Mountain fame, and his son, a realtor in Battleford, Saskatchewan. There were connections, apparently, between this firm and Champagne, Speers, and Simpson, another local realty outfit (SAB, RG 348, file 1145). George A. Simpson, the district land surveyor and agent for the Edmonton-Saskatchewan Land Company, may have been related to Seymour Sydney Simpson. Similarly, C.W. Speers, who worked closely with Sifton and was the engineer of the Saskatchewan Valley Land Company, may have been related to Robert J. Speers of this firm. (See Chapter 6: Mosquito, Grizzly Bear's Head, and Lean Man.)

Kamsack Land Company, Ltd.

The Kamsack Land Company was formed in 1908, and its directors included W.G. Blewett, Indian Agent; J.I. Wallace, physician; Theodore Miles, E.C. Lawrence, Charles Ingram, Thomas Foley, and W.E. Cuellette. The principal of the Crowstand School, the Reverend Mr McWhinney, was a member of the company, and he purchased land at the Cote sale of 1908. Several of these individuals bought land at the Cote 1907 surrender land sale in 1908. Wallace had advocated the surrender, and Blewett had taken it (SAB, RG 348, file 3364). Crescent Realty of Yorkton, in which E.L. Cash was an investor, also acquired land from the Cote land sales (SAB, RG 348, file 3669).

Fishing Lake Land and Farm Company

The Fishing Lake Land and Farm Company was formed by George Hathaway and Myron McKinnon of Chicago, and W.H. McKinnon of Manitoba. It had its head office at Kylemore and maintained a Chicago address. It acquired much of the Fishing Lake land from D.H. Hudson, who had bought on behalf of a Winnipeg syndicate (SAB, vol. 348, file 2343). (See Chapter 6: Fishing Lake.)

Fenton Farms Ltd.

Fenton Farms Ltd. was owned by T.O. Davis of Prince Albert, the Liberal MP, and Rothwell Davis of Fenton, Saskatchewan, along with Francis Halliday, Davis's law partner. Davis formed the company in 1917 and transferred his interest in lands acquired from the Chacastapaysin reserve to it (SAB, RG 348, file 3841).

Taber Alberta Land Company

The Taber Alberta Land Company was incorporated in 1906 and acquired land at the Peigan sales through Humphrey Annable. George Annable of Moose Jaw was one of the directors, as was William J. White of Moose Jaw, then Owen Sound, who was apparently unrelated to the W.J. White employed by the Department of the Interior (SAB, RG 348, file 345).

CONCLUSION

In conclusion, it must be said that only a few land and colonization companies appear to have been involved directly in Indian land purchasing. However, it cannot be overemphasized how important these companies were in establishing the demand for land, affecting prices, and directing the flow of immigrants who sought agricultural land. Some of the individuals who were active in purchasing Indian lands were also active in the land companies. These companies, as well as trust companies, acted as a funnel for political patronage, and often politicians and senior bureaucrats from the Department of the Interior were shareholders. The Department of the Interior had the same minister as the Indian Department, and briefly had the same bureaucratic head. Staff were housed together, and information flowed readily between departments. Yet their interests were often fundamentally opposed.

CHAPTER 3

CHRONOLOGY

This Chronology is organized year by year and covers the period 1896 to 1911. Each year is divided into sections. The heading "Western Development" contains miscellaneous information on trends in development, immigration, and land settlement. "Railways" contains information about main and branch line construction for the three major railway systems, although the author was unable to find comprehensive accounts of the construction of the Grand Trunk Pacific or the Canadian Pacific. "Indian Affairs Organization and Policies" contains miscellaneous information about developments within the Department, including issues that arose in the debates in the House of Commons, departmental circulars, and depositions of chiefs and headmen. The purpose is not to provide comprehensive information on the Department, but to mention some of the events that took place at the same time as the land surrenders. The primary events in the demand for land surrenders, in the taking of surrenders, and in land sales are also summarized in the chronology. The reader can assess each year as an entity, or trace the development of any one of these sections.

Nothing about the taking of surrenders in the prairies in this era can be divorced from other political and policy developments or from the economics of the times. Indian land sales were but a microcosm of practices found elsewhere, including patronage and fraud. Even though each surrender is in a sense unique, one can also see how both demand and practice evolved from one taking to the next. The experience of each First Nation was unique, but the experiences of the departmental officials, the Interior Department staff, or land speculators were not. Land speculation was an overwhelming factor in the early years of western settlement by non-natives, particularly among small-town lawyers, the ranchers, Toronto businessmen, manufacturers and bankers from Minneapolis, museum staff members from Chicago, and ambitious petty politicians in rural Ontario. Although the West was supposed to be bought by "actual" or "real" settlers – immigrants who homesteaded one or two quarters and paid taxes – these people were in many cases the second buyers. After homesteading, they bought their land from individual or corporate speculators. In this way, prices were driven steadily upwards during the Liberal era, 1896-1911, peaking in 1912 and dropping thereafter. Credit for this economic growth was often claimed by the Liberals, but in fact the economy was rebounding from a worldwide depression in 1896. The "business" of the West that drove up land prices was Liberal only because of the extensive patronage in land deals.

THE YEAR 1896

Western Development

The end of prairie droughts, a rise in the price of gold, the stabilization of agricultural methods, and rising grain prices accompanied the beginning of the Liberal administration in Canada. The depression of the mid-1890s ended, and the economy improved tremendously, encouraging both agricultural and commercial development. At the same time, the gradual development of the rail system brought more areas into settlement and cultivation by newcomers. Rising land values in the southeastern United States forced some farmers into the Canadian West. Political instability in Eastern Europe made emigration to Canada attractive (Hedges 1939, 127-28). As much as Sifton and his fellow ministers liked to take credit for the economic boom of the Laurier era, much of it should go to basic economics, combined with the forces that caused people to leave the United States and Europe.

The railway grant system had come to an end in 1894, although not all the companies had selected lands within their reserves, and they would not until 1908. Attention then turned to homesteading the land in the even-numbered sections. At the outset of this period, the cancellation rate was nearly as high as the rate of entry, and over the next 10 years the majority of entries in some areas would be made by local professionals and businessmen rather than farmers. Their purpose was speculation, in spite of the residency requirements (Martin 1938, 40-49).

In the 1890s, the average wages for various occupations were as follows:

bakers	$9 -14 per month
blacksmiths	$1.50-3 per day
carpenters	$2.50-4 per day
domestics	$5-15 per month
lumbermen	$25-35 per month
mechanics	$1.50-3 per day
harness makers	$6-10 per week
dressmakers	$12-25 per month (Macdonald 1966, 368)

The sale of school lands began slowly, as the Liberal government took the view that the lands should be sold only when there was local demand – when other homestead and railway lands had been taken up or purchased, thereby creating a demand for the school lands sections (Martin 1938, 343-44). When grain prices or weather conditions dictated low returns for farmers, lands were not sold, because they could not command good prices. This variation should be taken into account in appraising the value of the school lands.

If the school lands were sold only when demand was at a peak, why were Indian lands not sold under the same conditions? The Hudson's Bay Company lands sold across the prairies at an average of $5.64 per acre. CPR lands sold at an average of $3.31 per acre (Martin 1938, 306-07).

In 1896 the pace of homesteading was just beginning to rise, with 1861 entries in the West (Dafoe 1931, 323). The number of cancellations was just as high, however. Over the next two decades, the rate of cancellation would hover at about 41 per cent. In 1896, 16,883 immigrants also came to Canada (Dafoe 1931, 316; Martin 1938, 431).

In spite of the general rise in land values during the years of the Liberal government, the actual determination of value must take into account a variety of local factors, such as distance from a railhead; soil quality, cover, and moisture; and the extent of clearing. This variety makes it difficult to compare prices from different areas. Land speculators in rural areas depended on information about any upcoming changes in value, particularly changes in railway routes and potential developments of townsites. Information was at a premium, as was the value of lobbying for the inclusion of existing communities along the routes of new railways.

Railways

At the beginning of the Liberal era, the railway system consisted of the southern route of the CPR to Calgary and Lethbridge; the Calgary and Edmonton Railway from Fort Macleod to Edmonton; and the Qu'Appelle, Long Lake, and Saskatchewan Railway from Regina to Prince Albert. The Manitoba and North Western Railway extended from Portage la Prairie, on the CPR line, through Gladstone to Yorkton. The Northern Pacific and Manitoba Railway ran across southern Manitoba, south of Winnipeg. The Winnipeg Great Northern Railway extended as far as Oak Point on Lake Winnipegosis (see Regehr 1976, 22). Mackenzie and Mann had acquired the Lake Manitoba Railway and Canal

Company, the first building block of the Canadian Northern Railway (CNOR). Construction began on a line from Gladstone to Dauphin.

The CPR had short branch lines from Dunmore (near Medicine Hat) to Lethbridge, North Portal to Pasqua (just east of Moose Jaw), and from the Manitoba border to Estevan (Eagle 1989, 106). Planning was also under way for the Crow's Nest Pass line west to British Columbia.

Information on railway lines in these sections is incomplete because it has proven difficult to obtain a comprehensive listing of all the branch lines constructed for all three of the major firms.

Indian Affairs Organization and Policies

In April, an election was called after the resignation of Conservative Prime Minister Mackenzie Bowell. Charles Tupper led the Conservatives through the campaign, but was unable to take the June election. The Liberals were strongest in the Maritimes and the West, and took 128 seats in the House, to 88 held by Conservatives. On July 13, 1896, the Conservative government was replaced by a Liberal administration under Wilfrid Laurier. In October, the Independent member for Brandon resigned his seat to allow Clifford Sifton, the former Attorney General of Manitoba, to run in a by-election. The following month, Sifton was appointed Minister of the Interior and Superintendent General of Indian Affairs.

From April to November, then, there was no clear leadership in the Department of Indian Affairs, and Hayter Reed, the Deputy Superintendent General, exerted an unduly strong influence. When Reed had left the Indian Commissioner's Office in Regina in 1893, he had put A.E. Forget in charge as Assistant Commissioner, with instructions to "do as Reed would do" in making decisions. Reed had reprimanded Forget for taking on responsibilities more properly left to agents, and the agents in turn became too reliant on the Assistant Commissioner's Office. Although Reed felt he was losing control of the Regina office, Forget was promoted to Commissioner (NA, RG 10, vol. 3059, file 253,792).

Meanwhile, accountant Duncan Campbell Scott had been pushing since 1888 to change both the power and the accounting structure within the Department. He recommended that all the accounting and most of the correspondence be done by Headquarters. The Commissioner's Office should concentrate on staff supervision and policy direction, rather than financial accounting, because there was too much duplication of effort. He also proposed a revised accounting system whereby a series of ledgers be kept for each agency and matched against estimates (NA, RG 10, vol. 3059, file 253792).

Sifton moved immediately to reduce staff and to reorganize the Department. He adopted some of Scott's and Reed's suggestions, and he forced Reed from office. Forget, who had recently been promoted to Commissioner, was a Liberal, and Sifton relied heavily on his advice about staff changes. One of his first initiatives was to close the expensive Regina office. Although it was alleged that Forget hoped to be moved to Ottawa, the office was moved to Winnipeg in 1897 with a greatly reduced staff. As a result, the centre of power moved away from the field and into Ottawa, and opened the way for local officials at the agency and inspector level to exert more direct power (see Tyler and Wright 1978b, 65-67).

In general, Sifton's Indian policy was to keep the people on reserve while tightening fiscal and social controls. Education and economic development on the reserves would contribute to a decline in the old tribal ways and prepare the residents for integration into Canadian society. Many of the Department's policies in this era, such as sponsoring industrial schools and suppressing native religious practices, have been described well in the literature and will not be included here.

Conservative MP N.F. Davin asked in the House about reports that Commissioner Forget had sent a circular to Indian agents on the use of patronage lists (House of Commons, *Debates,* [?] 1896, 1683).

On September 1, 1896, Hayter Reed wrote to Agent de Cazes at Edmonton saying that the new departmental policy was to dispense with interpreters wherever possible. Agents should use the language themselves, or find men in the agencies who could interpret, including the Indians. "Still," he said, "it is our duty to dispense with the white men as soon as possible" (NA, RG 10, vol. 1119).

With Reed in his last days in office, the "peasant" policy was at an end. Labour-intensive industries would soon be replaced by land-intensive industries, as a means to self-sufficiency and assimilation. Reed tried to implement a sheep-raising industry on western reserves, complemented by a wool and garment industry, but, as agents in the field had predicted, this initiative was not successful (see RG 10, vol. 3877, file 91839, Reed to Forget, July 8, 1896).

Just before the Liberals took office, changes in the *Indian Act* in 1895 gave the Department broader powers to control band councils. Whereas previously only the Governor in Council could depose a chief or headman of an elected council, the amendments now gave the Department the power to depose the leaders of a band with customary leadership (NA, RG 10, vol. 6809, file 470-2-3, section 75). The revised *Indian Act*, section 70, also enabled the Department to spend a band's money for capital works on a reserve without first obtaining the band's consent. These moneys could include trust funds from land sales.

Depositions

- Chief, Enoch, intemperance (OCPC 876/1896)
- Headman, Grand Rapids, bad influence (OCPC 2139/1896)

Surrender Practice

The Passpasschase surrender near Edmonton in 1888 was the first of the large prairie surrenders. At that point the Department was testing its procedures. The Passpasschase people had been reduced by members taking scrip, and the idea arose of moving them onto the Stony Plain reserve (Enoch). The Band was encouraged to leave the reserve before the surrender actually took place. The Agent waited a year before finding three men who he thought were eligible voters and taking the surrender from them.

A standard form affidavit certifying that the *Indian Act* requirement had been met was used, although it was not taken until a year after the vote, and the use of pre-printed affidavits became standard practice. According to the Act, a judge, stipendiary magistrate, justice of the peace, or the Indian Commissioner could verify the signatures on the affidavit. Most affidavits would be taken by justices of the peace.

Surrender Sales

The sale of surrendered lands on the prairies was to be guided by the Land Regulations passed in 1888 by Order in Council: *Regulations for the Disposal of Surrendered Indian Lands*. The relevant section read:

> All sales subject to the conditions of the surrender
>
> "Not more than four lots of 100 acres each, more or less, nor less than one such lot, or more than one section of 640 acres, or less than one-quarter of such sections shall be sold to any one purchaser." [Minimum of one lot or one-quarter; maximum of four lots or four-quarters]
>
> A minimum of one fifth of the purchase price must be paid at date of sale, and the balance paid in annual instalments with interest at 6% on each instalment from date of sale to date of payment. Payments to be made to the agent in the Agency in which purchase was made.
>
> Settlement on the lot or lots shall consist of actual occupation and improvement of the land, which must commence within six months from the date of sale and be continuous for a period of three years; within which time there shall be cleared and fenced at least five acres in every one hundred acres; also a dwelling house of not less than 18 by 24 feet must be erected on the land.

Few of the sales over the years would require conformity to these terms, in particular the settlement conditions, including some sales where the Regulations were not formally overridden by Order in Council. Money from a sale was placed in a capital/trust account, and interest was drawn and placed in an interest account for the band. In 1896, the rate of interest was 3½ per cent.

Although the Passpasschase lands were put up for sale in 1891, the terms are worth noting. The land was subdivided and put up for sale in quarter sections. An upset value of $3 per acre was placed on the land, and it sold, on average, for $3.87 per acre; the first auction was held before the construction of the Calgary and Edmonton Railway was completed, thus reducing potential market value. The land that was sold went to speculators, and the Department was questioned in the House for allowing this to happen. When all the land was not in fact sold after two auctions, it was put in the hands of the Dominion Lands Agent and was sold by 1902. The use of the Dominion Lands Agent would be repeated for the Sharphead sales.

For this and all subsequent sales, a levy of 10 per cent for the Land Management Fund was placed on all collections. This fund had been established in 1857, with the purpose of paying for departmental administrative costs; it was to be maintained by taking 10 per cent from the collection of land and timber sales across the country. When the *Indian Act* was passed, the existence of the fund was legislated in section 70 to cover the expenses of the administration of land, property, and reserves. In fact, it was used for salaries and expenses for a variety of purposes and was depleted. Between 1892 and 1912, a parliamentary appropriation had been voted towards maintaining the fund, in addition to the levies. In the West, the fund was commonly understood as a type of administrative surcharge for the costs of handling sales. In 1911, when the people of Cowessess hired a lawyer to represent them on sales issues, Indian Agent Matthew Millar told them, on departmental advice, that the surcharge was the purpose of the fund (Tyler nd(a), 127). People gradually became aware, however, that the bulk of the fund was going to salaries and to expenses claimed by agents in Ontario and Quebec, whereas most of the collections were being made in the West. In 1911-12, over $35,000 was spent in Ontario and Quebec, whereas over $28,000 was collected from the three prairie provinces and the Northwest Territories (OCPC 2901/1913, November 17, 1913; NA, RG 10, vol. 6813, file 481-1-27).

THE YEAR 1897

Western Development

When Clifford Sifton became Minister of the Interior, he began in 1897 to expand the system of soliciting immigrants, particularly from the United States. Frank Pedley, as Superintendent General, was responsible for the operations of the Immigration Branch of the Department of the Interior. As part of this initiative, field offices staffed by agents were opened throughout the United States, and subagents were paid a commission for every immigrant they brought into Canada. The Inspector of U.S. Immigration Agencies was William J. White of Brandon, a business associate of Sifton and James Smart. Both White and Smart were Liberals (Tyler and Wright 1978b, 69-73. See also Appendix E).

Sifton also began to push for immigration from Europe, including Eastern Europe, providing for an influx of Russians, Ukrainians, and Galicians. This move was not universally popular, but Sifton believed that most of them would make good farmers.

In addition, Sifton made changes in the government of the North-West Territories. In 1887 the territories – Alberta, Saskatchewan, and East and West Assiniboia – had evolved from a council to an assembly, the majority of whose members were elected, though some were appointed. Some of the elected members, such as Frank Oliver, F.W.G. Haultain, J.G. Turiff, and James H. Ross, had been pushing for a more responsible government. Haultain was, in fact, recognized as de facto premier in 1892. Sifton had legislation passed in 1897 which made the executive committee into a salaried council with more powers to exert control over the budget (Dafoe 1931, 128-29).

Hudson's Bay Company lands sold on the prairies at an average of $4.94 per acre. CPR lands sold at an average of $3.17 per acre. The volume of land sold was double that of 1896 (Martin 1938, 306-07).

Railways

The Lake Manitoba Railway and Canal Company completed the distance between Gladstone, Manitoba, and Sifton Junction, just past Dauphin. It also built a line up to Lake Winnipegosis (Regehr 1976, 60).

Sifton got involved with the planned Crow's Nest Pass Railway, which was intended to proceed from Lethbridge into the mining region to the west, and to create a Canadian route for transporting products to market. At issue was the extent of government assistance that might be provided to the CPR to build the line. Sifton was the principal negotiator for the government with the CPR, and the agreement reached in June was for a subsidy of $11,000 per mile for the line between Lethbridge and Nelson. In return, the CPR agreed to reduce freight rates on a series of products, including grain (see Hall 1981, 1: 149-55).

Indian Affairs Organization and Policies

James Smart was appointed DSGIA and Deputy Minister of the Interior. This is the first time that Indian Affairs and the Department of the Interior had the same bureaucratic head. Smart had been a merchant in his family's business in Winnipeg before establishing himself in Brandon in hardware. He became involved in municipal politics and expanded his business interests. He served as mayor of Brandon before entering the race for MPP in 1886. Two years later he became Minister of Public Works, but his provincial career ended when he was defeated in 1892. He returned to his business interests in Brandon, in real estate, loans, insurance, mercantile goods, and machine works, building up an extensive range of contacts by the time he was brought to Ottawa by Sifton (Tyler and Wright 1978b, 63-64).

Departmental Circulars

- In view of the reorganization and the move of the Commissioner's Office from Regina to Winnipeg, agents are now to send to the Commissioner's Office their monthly reports, reports on employees, school returns, and any correspondence relating to staffing or estimates.

- All other correspondence is to go directly to Ottawa, including vouchers, accounts, bills, beef statements, requisitions, annual reports and returns, semi-annual progress reports, reports of medical officers, monthly paysheets, cash books, agency store returns, grist and saw mill returns, months reports on schools, and school attendance records.

- The usual ledgers, cattle and implement records, and circular books are kept in the Agency office (NA, RG 10, vol. 3086, file 279222-1).

A memorandum from Commissioner Forget to the Minister on May 25, 1897, outlined the organizational changes that had been made by Sifton and Forget in Manitoba. The former superintendency would be divided into three inspectorates:

- Lake Winnipeg: Inspector E. McColl, former Superintendent
- Rat Portage: Inspector L.J. A. Levecque, McColl's former clerk
- Lake Manitoba: Inspector Samuel Reid Marlatt (NA, RG 10, vol. 3877, file 91839-1)

The North-West Territories was divided into three inspectorates:

- Battleford: W.J. Chisholm
- Qu'Appelle: Alexander McGibbon
- Calgary: T.P. Wadsworth (NA, RG 10, vol. 3877, file 91839-1)

The Commissioner was still A.E. Forget, and his clerk was J.W. Mitchell. Both of their salaries increased (NA, RG 10, vol. 3877, file 91839.1, Forget to McLean, December 30, 1897).

The inspectors would, ideally, make semi-annual visits to the agencies and report to the Commissioner's Office, although agents were told to correspond directly with Ottawa in most matters. Meanwhile, the inspectors themselves would report to Ottawa on some issues. This system would lead to confusion, and would provide great potential for manipulating channels of communication.

Approximately 40 employees at the agent, farm instructor, interpreter, and clerical levels were dismissed, although many would later be brought back in or replaced. L. Vankoughnet's nephew was among those released and not brought back in. Ten agents had their salaries reduced. The projected savings was $27,249. This reorganization provided an opportunity to bring Liberal favourites in and to remove those who were not of service. In the end, expenditures rose (Tyler and Wright 1978b, 67-68).

Patronage List

- James A. Smart wrote to Forget asking whether his friend William Miller of Brandon might have the opportunity of tendering on any work at Elkhorn school (NA, RG 10, vol. 1121, letter of August 31, 1897).
- Smart wrote to Hon. J.H. Ross of Regina replying that he had placed D.A. McDonald of Regina on the patronage list for the purchase of machinery (NA, RG 10, vol. 1121, letter of August 18, 1897).
- Smart wrote to Massey-Harris promising patronage for farm implements (NA, RG 10, vol. 1121, letter of August 17, 1897)

Depositions

- Chief, Cumberland Band, for incompetence (NA, RG 10, vol. 1120, memo of June 21, 1897)
- Headman, White Bear, November 23, for being a "baneful influence" (NA, RG 10, vol. 1121)
- Chief, St Peter's (OCPC 773/1897)
- Headman, Enoch (OCPC 1975/1897)

Frank Oliver pressed to have Agent de Cazes of the Edmonton Agency removed, so he could put a Liberal in that position.

Surrender Demands

The Indians of Sharphead (Wolf Creek) reserve asked to transfer to other bands. Most had left their reserve, and Frank Oliver wanted to have the Wolf Creek reserve opened to settlement.

Oliver also contested Agent de Cazes's view that the Stony Plain reserve had value for the Indians. He called in the press for a surrender of the reserve, which was near Edmonton and the Calgary and Edmonton Railway. Some unhappy band members supported the request.

Surrender Practice

At Sharphead, Commissioner A.E. Forget took the surrender from nine voters, all former residents of Wolf Creek who were now living at White Whale Lake. No voters living elsewhere appear to have been consulted. Forget also acted as justice of the peace for the affidavit.

The Young Chipeewayan and Chacastapaysin surrenders were also significant in 1897. As at Wolf Creek, no one was living on the reserves at the time of the demand for the surrenders. Young Chipeewayan was taken without a surrender, just before a reaffirmation of a Justice Department opinion that a surrender was nonetheless necessary. Most of the band members had already transferred informally to other bands at the time of the taking.

The Young Chipeewayan Band had signed Treaty 6 and had had the reserve surveyed in 1879 by George Simpson. Following a difficult winter, the Band left the reserve in search of food and never returned. It became migratory, and some members left to join other bands. By 1885, the time of the North-West Rebellion, there were only two families left, and, within a few years, they joined Thunderchild.

In 1895, the reserve came to the attention of the Department of the Interior, on behalf of immigrants in the area, and the question of surrender was posed to the Indian Department. As usual, Commissioner Forget was consulted, in this case about finding band members and obtaining formal transfers; DSGIA Reed held that if this step was taken, pursuant to the 1895 *Indian Act* amendment, no surrender would be required. Forget pointed out in 1896 that it would be difficult to trace the former band members, and Reed concurred. The Department of the Interior asked for an Order in Council transferring this reserve, and the Chacastapaysin reserve, to its jurisdiction. Given the transitions in governments after April 1896, the matter remained at a standstill until after Sifton entered office in November 1896. Forget was again consulted, and repeated the difficulty of finding former members, although he also stated that this difficulty did not necessarily mean that a surrender was not necessary. Sifton ordered that the reserve be transferred without surrender.

On May 11, 1897, an Order in Council was passed transferring the Young Chipeewayan reserve to the Department of the Interior, on the basis that the reserve had not been occupied, the members had participated in the Rebellion, and they had moved to other reserves and bands. Three days later, on May 14, the Justice opinion requiring a surrender in cases of abandoned reserves was released (Townshend 1985, 27-28; Indian Claims Commission 1994, 183-91). See Chapter 5.

The Chacastapaysin surrender had some similarities to the Young Chipeewayan. The reserve was surveyed in 1878, but the members lived there until 1888-89, after the Rebellion. Since many members had participated in the Rebellion, however, this reason was used for the surrender. The first discussions about a potential transfer and sale took place in 1891, but it was thought advisable to wait a few years until prices were better.

In 1895, the Department of the Interior began to press for a surrender, after a visit by the Minister to the area. Forget was instructed to obtain formal transfers, and Reed advised that a surrender was not necessary if the transfers were obtained. In this instance, transfers were sought, and the process took some time. In May 1896, the Cumberland 100A Band agreed to accept most of the Chacastapaysin band members, but a few joined other bands. The paperwork was slowly put into place. Sifton approached this case cautiously because there were known band members, and previous Justice opinions had concluded that a surrender was necessary. He ordered the matter sent to Justice again. The reply was too late to influence the Young Chipeewayan reserve situation, but came in time to convince the Department to take a surrender in this instance, as it did at Sharphead. The surrender document was signed on June 23, 1897, and signed by nine people residing with the Cumberland 100A Band. It is not known if band members residing elsewhere were consulted, but the terms of the surrender were such that the proceeds from sale were to be divided pro rata among the bands that had taken in former Chacastapaysin members (Townshend 1985, 29-30).

Surrender Sales

In 1897, the rate of interest being paid on capital trust accounts to the bands was reduced from 4 per cent to 3 per cent. The interest rate was originally 5 per cent, and dropped to 4 per cent in 1883 with the recession, and 4 per cent in 1892 (NA, RG 10, vol. 8107, file 1/28-1, memorandum from J.M. Courtney, December 16, 1897). According to a letter from Secretary McLean to Markle on September 15, 1908, any moneys deposited in a trust fund after April 1 of a new fiscal year did not begin earning interest until the following April (NA, RG 10, vol. 3702, file 17,537-3).

THE YEAR 1898

Western Development

Hudson's Bay Company lands sold on the prairies at an average of $5 per acre. The volume of sales was six times that of the previous year. CPR lands sold at an average of $3.13 per acre (Martin 1938, 306-07).

Railways

The Lake Manitoba Railway and Canal Company and the Winnipeg Great Northern Railway and Steamship Company/Hudson Bay Railway amalgamated in 1898 to form the new Canadian Northern Railway Company, fostered by the partnership of Donald Mann and William Mackenzie. D.B. Hanna became its primary administrator, and Z.A. Lash its solicitor.

The former Lake Manitoba Railway and Canal Company line was extended past Dauphin to Cowan (Regehr 1976, 78).

The Pipestone extension of the CPR was under way, moving into the Moose Mountain area.

Indian Affairs Organization and Policy

N.F. Davin, Conservative MP, asked in the House why the Commissioner's Office was being moved to Winnipeg, given the greater number of reserves in the North-West Territories. The Prime Minister responded that the move would make the office more convenient and economical (House of Commons, *Debates*, February 14, 1898, 452).

On June 2, Davin again raised the issue. According to Davin's information, Forget had actually wanted to go to Ottawa, not Winnipeg, so that was not the real reason for the move. Rather, the Department of the Interior had moved the Lands Office out of Winnipeg, and had appeased opposition by putting the Indian Commissioner there instead. The Indians of the West had become familiar with the Commissioner's Office, Davin said, and he predicted that the Indians of the Crooked Lakes reserves would get further demoralized when they could no longer see Forget and his staff. Davin was challenged by T.O. Davis, Liberal, who said it was well known that "not one out of a hundred Indians ever see the commissioner more than once in two years." Sifton, in defence, said that the move was one of convenience and ease (House of Commons, *Debates*, June 2, 1898, 6847-51).

On the same day, Davin challenged the dismissals that had accompanied the reorganization. These dismissals "were clearly dictated by the view as to the political complexion of the parties taken by Mr. Forget." T.O. Davis replied that there were good reasons for the dismissals.

In the Commissioner's Office, Forget's clerk J.W. Mitchell was sent to the Muscowpetung Agency, and John Bean Lash was brought into the Winnipeg office (NA, RG 10, vol. 3877, file 91839-1). Forget was promoted to Lieutenant Governor, and David Laird became Indian Commissioner.

Departmental Circulars

- Agents and instructors were asked to make a special return of crops that had been sewn and harvested. Agents were asked to make the usual return of agricultural and industrial statistics.
- Standards for the quality and type of supplies were set: for bacon, beef, ammunition, and lines.
- A "Bull Fund" was set up to promote the cattle industry. Each Indian selling an animal was obliged to put $2 towards the fund (NA, RG 10, vol. 1621).

Patronage List

Calgary

- A. McBride and Co., hardware
- Allen and Co., Glanville and Robertson, dry goods
- Glanville and Robertson, J. Diamond, W. Diamond, Calgary Clothing Co., clothing
- J.B. Kelly and F. McDonald, boots and shoes
- J.B. Vanwart, A.W. Ward, Worden Bros., groceries
- T.G. McLelland, meats
- J. Lee Johnson, Vanwart and Co., farm implements
- W. MacLean, C.A. Wallance, J.G. Templeton, C.H. Bott, drugs
- Vanwart and Co., lumber
- R.A.G. Bell, livery
- McTavish Bros., Jarrett Bros., blacksmiths
- H. Church, D. J. Gunn, J. Creighton, carpenters
- Neilson Furniture, F.F. Higgs, furniture
- J.V. Binning, printing (NA, RG 10, vol. 1122, McLean to Laird, December 23)

Fort Pelly

- E.A.W.R. McKenzie, merchants (NA, RG 10, vol. 1121)

James Smart recommended to Commissioner Forget, at Frank Oliver's suggestion, that W.R. Stewart of Macleod should get departmental business in the purchase of bulls (NA, RG 10, vol. 1121; Smart to Forget, February 9, 1898).

In 1898, a series of letters was exchanged about the advisability of T.O. Davis, Liberal MP for Prince Albert, being on the patronage list, and it was decided that he should not be. Agent R.S. McKenzie at Duck Lake had been using his store in Duck Lake (NA, RG 10, vol. 1121).

Frank Oliver was asked to name a successor for the farming instructor at White Whale Lake (NA RG 10, vol. 1121, McLean to Oliver, April 1, 1898).

Depositions

- Headman, White Bear, for not allowing his children to attend school and setting a bad example (NA, RG 10, vol. 1121, memorandum September 11, 1897).

Surrender Demands

N.F. Davin, Conservative MP, asked in the House about an additional survey of land in the Qu'Appelle Valley of Saskatchewan, to be added to Muscowpetung's reserve on the north side of the river. He repeated a protest, printed in the paper at Indian Head, that too much good farm and timber land was being surveyed into reserves and out of access to settlers. Quoting the article, Davin said: "We insist upon this practice being discontinued. It is creating a discontent which must result in retarding immigration into those districts; furthermore, that discontent is liable to find expression in a manner which may surprise the government" (House of Commons, *Debates*, February 15, 1898, 518-19).

James Smart identified the Moose Mountain Assiniboine reserves as possible sites for a Galician settlement. The construction of the Pipestone railway extension would allow settlers to move into that region.

The voters of Stony Plain pressed for a surrender of the Enoch reserve on the basis that it was unhandily located between them and Edmonton.

In both the Moose Mountain and Stony Plain cases, the Department began to ponder whether a decrease in population would warrant a reduction in the size of the reserve. This view came from Surveyor Samuel Bray and from Secretary J.D. McLean. Clearly, the issue had arisen with the reserves where there had been ostensible abandonment, but in these and other cases, such as the Pelly haylands in Saskatchewan, the focus shifted to those reserves that were in use, but where the populations had diminished. The general public was also beginning to notice that these blocks of land had relatively few inhabitants.

Surrender Practice

In 1898, a surrender was taken of the Gambler's reserve 63 at Silver Creek, Manitoba. This reserve had been surveyed in 1883 for the followers of the Gambler and John Rattlesnake. Fifteen square miles of the original reserve was surrendered in 1892, when some band members, following John Rattlesnake, received a reserve at Valley River. This surrender reduced the reserve to half its original size. It was probably the first surrender taken by John Markle, the agent at the time, who would go on to take surrenders in Alberta after he became the Inspector there in 1904. Markle appears to have consulted only the Valley River people, and not those living at Silver Creek in 1892, who were the family of John Tanner. Markle delayed a full year before submitting the affidavits.

The second surrender, in 1898, evolved from demands by local settlers; Tanner did not initially approve the idea, but was open to negotiations. In 1897, several discussions were held between Tanner and Agent Markle. Tanner wanted to keep three sections of the reserve for his family, and Markle allowed 800 acres to remain in reserve status. Tanner signed the surrender document on January 14, 1898; there were no other voters. All the remaining Silver Creek reserve, except for the 800 acres, was surrendered and put up for sale by the Department (Townshend 1989, 128-46).

THE YEAR 1899

Western Development

The work of bringing settlers into Canada increased in pace. A group of Hungarian settlers, initially led by Zoltan von Rajcs, made an agreement with Canada to purchase the surrendered Chacastapaysin reserve at $1.50 per acre. The scheme was arranged with the assistance of T.O. Davis, MP from Prince Albert. It would fall apart a year later (see Tyler and Wright 1978b, 99-103).

The Doukhobors began to enter the West this year. Three colonies were located in the Pelly area, near Kamsack and Swan River. One was in the Blaine Lake region of Saskatchewan, and another near Elbow, Saskatchewan (Morton 1938, 112).

The activities of the U.S. agents were assisted by an agreement with the CPR to bring prospective farmers into Canada at reduced rates. Wilbur V.H. Bennett, the Omaha agent, worked for both the CPR in land sales and for the Department of the Interior, and the CPR in turn assisted him in his immigration work (Tyler and Wright 1978b, 107-09).

The number of immigrants from Europe, including the 7400 Doukhobors and the 6914 Galicians in 1899, had exceeded the number of people coming from Britain or the United States, and the Liberals were being criticized for this imbalance. The Galicians, from Austria, Russia, and the Ukraine, were particularly criticized for their peasant backgrounds. Sifton was advised to cancel the existing system of publicly offering bonuses for shipping agents who brought immigrants in from Europe (Hall 1981, 1: 261-65).

Sifton did cancel the system, but he substituted a new organization that had the same purpose. James Smart, Deputy Minister of the Interior, helped to establish a system of booking agents in Europe. He was assisted by W.T.R. Preston, Commissioner of Immigration, and Lord Strathcona, who had charge of immigration operations in Great Britain and on the Continent. A highly confidential company, the North Atlantic Trading Company, was set up, and the names of the directors were kept secret by the government. According to Laurier, they were all part of respectable shipping firms. Their purpose was to sort through prospective immigrants and select those most fit. Agents who did this selection, and booked passage for the immigrants, were paid $5 per head of family over the age of 12, and $2 for each suitable family member (Dafoe 1931, 319-20; Hall 1981, 1: 265-66). Oliver discontinued this controversial company when he became Minister in 1905.

Hudson's Bay Company lands sold on the prairies at an average of $4.80 per acre; CPR lands sold at $3.11 per acre. Qu'Appelle, Long Lake, and Saskatchewan Railroad lands went on the market, selling at an average of $2.92 per acre. The Calgary and Edmonton Railway lands went on the market also, at $2.15 per acre (Martin 1938, 306-07).

Railways

The newly formed CNOR received a new federal charter to build extensive new mileage, and the charter prohibited amalgamation with the CPR. The new company absorbed the Manitoba and South Eastern Railway and completed the old Lake Manitoba Railway and Canal route as far as Swan River.

Indian Affairs Organization and Policies

N.F. Davin, Conservative MP for West Assiniboia, challenged Sifton in the House on June 22 over tendering and patronage. Sifton said that all supplies, except minor items, were bought by tender subsequent to public advertising (House of Commons, *Debates*, June 22, 1899, 5698-99).

Accountant D.C. Scott complained that the inspectors were not visiting the agencies frequently enough and that more inspectors were needed. Inspector Wadsworth in particular was criticized. As agents handled more and more funds from the sales of crops and cattle on reserve, they needed more help and supervision. Three days after Scott wrote his January 20 memo, J.D. McLean recommended against it, saying that the inspectors needed to use their time more efficiently (NA, RG 10, vol. 3877, file 91839-1).

Departmental Circulars (signed by J.D. McLean)

- Quarterly returns on cattle to be submitted.
- Departmental authority required for disposal of surplus beef to outside purchasers; to be sold to highest bidder.
- Money from these sales to be funded for the Indians; purchases to be paid out of this account to be forwarded to the Department.
- No cattle under three years to be sold without special permission.
- Vouchers for sale of items or materials to be submitted in duplicate: Why the article was sold? Who authorized it? Was it the best price?
- NWMP veterinary surgeons to be employed also by Indian Affairs (NA, RG 10, vol. 1621).

Patronage

Prince Albert

- James McArthur
- H.P. Mitchell, C. McDonald, drugs (NA, RG 10, vol. 1122, McLean to T.O. Davis, January 10, 1899).
- Mitchell struck off in March (NA, RG 10, vol. 1122, McLean to T.O. Davis, nd).
- Alexander Stewart, Massey-Harris, added August 1899 at recommendation of T.O. Davis (NA, RG 10, vol. 1123).

Edmonton

- Oliver recommends adding Frost and Wood for implements (NA, RG 10, vol. 1122, McLean to Smart, April 11, 1899).

Regina

- Richard Sweet, agent of Frost and Wood, Edmonton, added to the list for implements (NA, RG 10, vol. 1122, McLean to Laird, May 4, 1899).
- John Fisher, groceries (NA, RG 10, vol. 1123, McLean to Laird, May 29, 1899).

Brandon

- James A. Smart attempts in a May 1, 1899, letter to Thomas Harkness to have J.E. Smith of Brandon contracted to provide bulls (NA, RG 10, vol. 1122).

North Battleford

- Blowin and Dillingham, drugs (NA, RG 10, vol. 1122, McLean to Laird, January 30, 1899).
- A. McDonald, printing (NA, RG 10, vol. 1123).

Wolseley

- A.D. Ferguson, Wolseley, given Assiniboine drug patronage (NA, RG 10, vol. 1123, McLean to Paget, October 24, 1899).

Manitoba

- James A. Smart requested that Mr Leonard of Stonewall, druggist, be placed on list (NA, RG 10, vol. 1122, Smart to Laird, March 30, 1899).

Depositions

- Headman, Little Black Bear, for intemperance, not getting along with agent, setting a bad example (NA, RG 10, vol. 1123, memo of August 14, 1899).

Surrender Demands

The Edmonton Board of Trade made a call for the surrender of the Enoch/Stony Plain reserve.

R.L. Lake forwarded requests from settlers to open up the Crooked Lakes reserves; these requests had been in existence since 1885, because the reserves were close to the main CPR line. Surveyor Ponton agreed that the bands had an excess of land under treaty for their current populations.

A request was made in the House of Commons about a surrender of Swan Lake IR 7.

Surrender Sales

An agreement was reached in June with a group of Hungarian settlers to sell the Chacastapaysin reserve near Prince Albert, with the assistance of MP T.O. Davis. It would fall through a year later, and the land would be tendered for sale (see Tyler and Wright 1978b, 99-103).

Negotiations began to sell the Ocean Man and Pheasant's Rump reserves to a group of Bohemians, although they were not yet surrendered.

The surrendered Sharphead reserve lands were placed in the hands of the dominion lands agents in that area for sale. The terms of sale were amended from the Land Regulations to reduce the residence period of purchasers to one year, instead of three years. The land was bought on a five instalment plan, at 6 per cent. Agents and subagents were paid a commission of 5 per cent for collecting payments from purchasers; this fee was taken from funds that would otherwise have gone to the bands.

THE YEAR 1900

Western Development

In April 1900, Sifton began to allow holders of scrip to open an account with the Department of the Interior. They could deposit scrip into the account, and then draw on it to buy dominion lands (NA, RG 27, Sifton Papers, Letter Book, April 3, 1900 – May 6, 1901, Sifton to Oliver, April 12, 1900).

Later in 1900 there was a general election, and the Liberals retained control of the House. Sifton won re-election against Hugh Macdonald (son of John A. Macdonald), who had resigned as premier of Manitoba to run.

Hudson's Bay Company land sold on the prairies at an average of $5 per acre. CPR lands sold at $3 per acre, and the Qu'Appelle, Long Lake, and Saskatchewan Railway lands sold at $2.85 per acre. Calgary and Edmonton Railway lands showed a greatly increased volume of sales, at $2.75 per acre. The volume of land sales was increasing for all these companies (Martin 1938, 306-07).

Oliver estimated the average price per acre for land sold on the prairies in 1900 to have been $3.27 per acre (House of Commons, *Debates*, April 14, 1915).

Sifton said in the House of Commons on February 13, 1901, that there had been 44,697 immigrants in 1900. The largest group was from the United States (15,500), followed by England and Wales (8184), Galicia (6593), and Scandinavia (2380) (House of Commons, *Debates*, February 13, 1901, 86).

Railways

In northern Manitoba, the CNOR extended a line from Swan River to Erwood. The CPR obtained a long-term lease of the Manitoba and Northwestern Line.

Indian Affairs Organization and Policies

Departmental Circulars (signed by J.D. McLean)

Instructions for agents in correspondence:

- All correspondence to go to the Departmental Secretary.
- Vouchers to be classified as agricultural implements or tools, agency buildings, beef, cattle, drugs and medicines, express and freight charges, fuel and light, horses, hay and fodder, postage and mail, travel, wages, wagon horses, and repairs.
- Rations for employees to be discretionary; they cannot be exchanged for other goods or sent to relations off reserve. Allowance should not be exceeded, though they can be exchanged with Indians for other food items.
- Liquor infractions to be reported.
- All employees to be honest and of good moral principles. They should set a good example and not be involved in immoral activities with Indians. They should not drink liquor.

- Indians making deposits to be given receipts, and the entry placed in the cash book.
- All rules for employee rations to be rescinded at the end of the year at Sifton's direction, except for the rule that allowances should not be exceeded (NA, RG 10, vol. 1621).

A debate in the House of Commons, on June 22, 1900, about rations and supplies for destitute Indians raised the issue of departmental obligations. James Sutherland of North Oxford was explaining the departmental estimates and was challenged on this item. G.E. Foster of York, New Brunswick, Conservative, argued that this sustenance was not "charity," but a treaty obligation. Sutherland said that these supplies were voted only in the case of starvation, and Foster asked who was to be the judge of that (House of Commons, *Debates*, June 22, 1900, 8124-25).

In 1900, Oliver, then an MP, sponsored petitions from hotel owners across Alberta and Saskatchewan to get the *Indian Act* amended to allow the prosecution of Indians who attempted to go into a hotel or liquor store to buy liquor. The hotel owners believed that it was unfair that the suppliers were the ones who were getting charged (NA, RG 10, vol. 6809, file 470-2-3/4).

Patronage

Wolseley

- A.D. Ferguson was taken off the drug list, and W.A. Wright of Sintaluta was added (NA, RG 10, vol. 1123, McLean to Laird).
- Dr Bonju was recommended by the Regina Liberal Association to get the medical work in Wolseley, over Dr Edwards (NA, RG 10, vol. 1124, McLean to Laird, December 10, 1900).

Calgary

- George H. Mitchell, groceries (NA, RG 10, vol. 1124, McLean to Laird, September 11, 1900).

A series of letters in September 1900 revealed an attack made on Sifton via a letter written by a J. Dougall of the *Montreal Witness* to the Rev. John Thunder at Pipestone; apparently it pertained to criticisms being made of the conduct of various Indian agents. Thunder is the same individual who wrote in praise of Markle before the latter's transfer to Alberta. Sifton wrote to his assistant secretary and said that these men had all been appointed on the recommendations of the members of Parliament, and that it had not always been possible to control their loose behaviour. No names were mentioned (NA, MG 27, Sifton Papers, Letter Book, August 28–November 17, 1900).

In April 1900, a memo was sent by Sifton to the Acting Superintendent General about the behaviour of agents in the field. R.S. McKenzie had made himself "unpopular" with the people, and his removal was considered a political necessity.

MP J.M. Douglas of Moosomin had complained that Agent Jones at Pelly had failed to patronize E.A.W.R. McKenzie. Jones had also issued too many rations and had not stopped the liquor trade. An exchange was arranged. At the same time, Douglas, J.H. Ross, and Walter Scott had pressed to have J.P. Wright removed from Touchwood Hills. No recent problems could be found, and it was suggested that he should trade places with Magnus Begg from Fort Frances (NA, MG 27, Sifton Papers, Letter Book, April 3, 1900–May 6, 1901).

Sifton also wrote to Oliver on September 15, 1900, asking him to come to Regina to assist Walter Scott with his campaign; Sifton was visiting Scott at the time. Sifton was in Fort Qu'Appelle and dealt with the issue of whether Father Hugonard should be removed from the school there, for an unknown issue. He also made contact with D.H. McDonald, who was involved in the matter (NA, Sifton Papers, MG 27, Letter Book, April 3, 1900–May 6, 1901).

Patronage for appointments ran through T.O. Davis at Prince Albert, Millar/Douglas at Moosomin (East Assiniboia), Walter Scott for West Assiniboia, Bill McCreary in the Winnipeg area, and Frank Oliver in Alberta.

Depositions

- Headman, Enoch reserve, for intemperance (NA, RG 10, vol. 1123, memo, January 26, 1901).
- Two headmen, Broken Head, for intemperance (NA, RG 10, vol. 1124, memo June 7, 1901).

Surrender Demands

A report prepared by T.G. Rothwell for the Department of the Interior on the St Peter's land claims included a suggestion of a surrender of the entire reserve as part of a proposed solution to claims. William McCreary, a friend of Sifton, got elected to the House of Commons for Selkirk and began to press for a surrender.

The residents of Emerson and Franklin, Manitoba, sent petitions to have the Roseau River reserve surrendered.

Surrender Sales

When the Gambler's reserve land was put up for sale in 1900, Indian Agent Markle was allowed to sell it, according to the departmental regulations. The terms were one-fifth down, the balance in four instalments, and one year's residence on the land. The minimum prices for each quarter were set by the Indian Agent. There was no immediate demand for the land, and it did not sell right away. Commissioner Laird recommended the use of the terms endorsed by the provincial government and by the land companies, one-tenth down in cash and the balance in nine payments, with interest at 6 per cent. In May 1901, the terms of sale were so amended to facilitate sales (Townshend 1989, 146-47; NA, RG 10, vol. 3561, file 82/2).

THE YEAR 1901

Western Development

Conditions were improving in the West, and the flow of immigrants was increasing. The number of homestead entries was 8167, up from 1861 in 1896 (Morton 1938, 128). The majority of new residents were coming from eastern Canada, Great Britain, and the United States at this time.

The price of No. 1 Northern Wheat at Winnipeg was 75 cents a bushel, and this price would prove to be the beginning of a steady rise (Morton 1938, 125).

Hudson's Bay Company lands sold on the prairies at an average of $4.85 per acre; CPR lands continued to sell at $3 per acre. The Qu'Appelle, Long Lake, and Saskatchewan Railway lands sold at $3.36 per acre, and the Calgary and Edmonton Railway lands sold at $3 per acre (Martin 1938, 306-07). Later, Oliver estimated the average price per acre for land sold on the prairies in 1901 to have been $3.36 per acre (House of Commons, *Debates*, April 14, 1915).

The land sales of the CPR were flourishing, but much of the volume went to speculators, primarily from the United States. These speculators were willing to choose land with somewhat less immediate market potential, on the expectation that it would increase in value. For instance, in 1901 three North Dakota businessmen, A.D. Davidson, Martin and Beiseker, bought 170,000 acres in the

Pasqua district of East Assiniboia. They formed the Canadian-American Land Company based in Minneapolis, and worked with the Canadian immigration agents; all the lands were sold in five months (Hedges 1939, 160-61).

The Northwest Colonization Company, owned by a group of Minneapolis bankers, including O.A. Robertson and F.B. Lynch, also bought CPR land, at $2.50 per acre, and resold it at a minimum of $4 per acre (Hedges 1939, 162-63).

In 1900, a group of Romanian Jews heard about the success of the Galicians in Saskatchewan and decided to try to emigrate there themselves. The Jewish Colonization Association in London made inquiries on their behalf to William Preston, the Commissioner of Immigration, who had told them about the bounty as well as the homestead policy. Preston promised a grant of townships and undertook to select the colonists himself.

The Association decided that, because most of the Jews were from urban backgrounds, they would need paid assistance in learning how to farm, and it began to look for someone to arrange this instruction. After meeting with Preston, the Association approached Lord Minto, who sent the question to James A. Smart, the Deputy Minister of the Interior. Smart recommended against the plan, because the Jews had no farming experience. Sifton supported this view and recommended, in a memo to Laurier on April 15, 1901, against assisting in the emigration. Smart nonetheless agreed to be involved, as the receiver of the moneys sent by the Association on behalf of the families. Smart was to buy outfits with this money and arrange for local help. He approached D.H. McDonald of Fort Qu'Appelle, one of the founders of the Saskatchewan Valley Land Company, with a view to giving McDonald a share of the business of outfitting. McDonald was the leading Liberal in the area and a member of the North-West Territories Assembly for Qu'Appelle. Smart assured McDonald that if these settlers came to the area, more would follow, as would a railway, and this would be good for business. One hundred colonists arrived in 1901, and 50 more in early 1902.

Through McDonald, a man was hired, and outfits and livestock were procured. Smart was the trustee of funds for the Jewish Association, although it is not recorded if and what he was remunerated for this work, either privately or in his capacity as government employee. Smart also assisted in locating homesteads, and put them in his name. He also retained ownership of the livestock and supplies, until such time as he was sure that the settler would remain permanently on the land.

One of the settlers protested this, having been told he did not own his livestock and cattle, and took the Jewish Colonization Association to court in 1905, where he lost. Smart was called on to testify and was represented by Charles Bethune, of Chrysler and Bethune, the firm who also often acted for Sifton. It is not clear from the files whether a land grant was ever involved (NA, RG 15, vol. 906, file 838450; SAB, 4500, 1904).

Railways

The CNOR obtained the Northern Pacific's Manitoba lines, in southern Manitoba, creating a complex linkage in that province between the CNOR and the CPR. The lines were acquired from the Manitoba government, in connection with a guaranteed bond issue for the construction of a line eastward to Port Arthur, Ontario. In return, the provincial government exacted a guarantee of lower rates. The legislation to enable the bonds received initial opposition from the Liberal Party at both the federal and the provincial levels. The province sought the right to control rates in the province, and this move was not popular with the federal government. Sifton, the Minister of the Interior, provided support, however, as did other Liberals such as Frank Oliver, and the bill passed, leading to rate reductions in Manitoba and the West (see Regehr 1976, 77-100). The line between Port Arthur and Winnipeg was built.

Indian Affairs Organization and Policies

Mr Sproule raised a question about expenditures in the House on April 10, 1901. Did the increase in the costs for agricultural implements, seed grain, and livestock indicate that more Indians were farming? he asked. Minister Sifton replied that the results of the past three years were encouraging, particularly in stock-raising. He had visited one reserve the previous summer and was so impressed by Agent W.M. Graham's success in promoting grain production and self-support that Sifton had placed him in charge of three reserves. Sifton continued:

> The expenditure we are making is very large, but it is made in pursuance of a policy favoured by parliament for many years based upon a belief that it is better – aside from the justice of the question – to bring the Indians into a state of civilization or comparative civilization, so that they may not be a menace to the country, than to take

> any chances of their becoming a disturbing factor in the community. (House of Commons, *Debates*, April 10, 1901, 2762-63)

A letter written by Sifton to George Bulyea, the Territorial Secretary, revealed that "when it became necessary to remove Mr. Mitchell from the Muscowpetung Agency," it was decided that the best thing would be to amalgamate that Agency with File Hills and place them both under Graham (NA, Sifton Papers, MG 27, Letter Book April 3, 1900–May 6, 1901, letter of March 22, 1901).

Graham was continually lauded for his policy of withdrawing rations. Sifton's secretary, J.A.J. McKenna, wrote on December 10, 1901: "I may say that I am convinced that the Indians can only be advanced through labour [that is, being taught, and even virtually forced, to grow grain and raise cattle] and that I propose doing what I can to hasten the day when ration houses shall cease to exist and the Indians be self-supporting. That day will never come if officers continue the system of handling Indians through bribing them with food" (NA, Sifton Papers, MG 27, vol. 106).

Graham also established the File Hills colony in 1901. The purpose of the colony was to give plots of land on the File Hills reserves to graduates of the industrial schools and to continue their education separately from the other Indians under close supervision. The colonists, who came from bands across the southern prairies, were admitted into the membership of Peepeekesis, and the Peepeekesis reserve was subdivided into lots for the colonists. In the early years of its operations the colony was widely praised by outsiders and politicians for its progress, and Graham pushed it as a showpiece for Indian Department – and his own – accomplishments.

In 1901, Commissioner Laird recommended that an Agent Short from the Berens River Agency be dismissed, rather than moved either to Alberta or to Moose Mountain to replace Herbert Halpin, who was dismissed for intemperance. Rev. McDougall wrote in support of the abilities of the agent, regardless of his intemperance, and suggested moving him to Hobbema. Sifton replied: "[F]or my part I have stood drunkenness amongst Indian Agents and officials as long as I am going to stand it, and hereafter at any time when that fault is brought home to an agent or clerk or any official upon an Indian Reserve I propose to dismiss him. I can see no use whatever in endeavouring to elevate the moral tone of the Indian race and sending drunken officials to carry out the work" (NA, Sifton Papers, MG 27, vol. 243, letter of May 14, 1901).

Departmental Circulars (signed by J.D. McLean)

- Returns should show the number of cattle loans to individual Indians.
- Purchases of implements to be made only from parties on the patronage list, which is held by the Commissioner.
- Great care should be taken in determining the average income of the Indians in the agency, as well as estimating the real and personal property of the agency (NA, RG 10, vol. 1621).

Patronage

Treaty 8

- Supplies for Treaty 8, contract to McDougall and Secord of Edmonton (NA, RG 10, vol. 1124, memorandum of February 21, 1901).

In response to any inquiry from Walter Scott, MP, Sifton's assistant McKenna stated that the contract for seeds had gone to the Graham brothers in Ottawa (NA, MG 27, Sifton Papers, Letter Book of April 3, 1900–May 6, 1901, letter of March 9, 1901).

Depositions

- Chief, White Whale Lake, for cattle killing and bad influence (OCPC 1762/1901).
- Headman, Pasqua, for bad influence (OCPC 66/1901).
- Headman, Waywayseecappo (OCPC 68/1901).

Surrender Demands

Roseau River, in the House of Commons, by MP A.A.C. LaRivière.

Frank Oliver, in the *Edmonton Bulletin*, October 28, 1901, made his now famous statement that the Passpasschase reserve, once it was surrendered and sold, was a tax-paying, not a tax-eating, proposition. He began a campaign in the *Bulletin* to get other reserves opened up for sale.

James Douglas, MP, inquired on behalf of a Montmartre resident whether the Carry the Kettle reserve might be opened for settlement.

J.G. Turiff, the Commissioner of Lands, suggested to Sifton that Swan Lake IR 7, in Manitoba, be opened to settlement.

Surrender Practice

In 1901, law clerk Reginald Rimmer proposed an amendment to the *Indian Act* which would have, among other things, added clarity to the consent provisions. It would have allowed for assent to a surrender to be obtained from a majority of voters who attended a meeting called for the purpose.

In 1901, there was a surrender of the Assiniboine Ocean Man and Pheasant's Rump reserves in the Moose Mountain area. The entire area was surrendered and the bands moved immediately to the Cree reserve at White Bear. David Laird took the surrender, and the Band and the official accounts differed with regard to both the length and degree of negotiations and the Band responses. Pheasant's Rump apparently never did agree to the surrender. There was no chief for either of the Bands. In return for the surrender, the Bands were to get money for moving expenses and compensation; the balance would be funded to the credit of all three (amalgamated) bands.

Surrender Sales

In 1901, Secretary McLean wrote to Smart about the upcoming sales of the Pheasant's Rump and Ocean Man reserves. He drew attention to Smart's previous recommendation to the Minister that patents for land be issued after the first payment. McLean recommended that patents not be issued until payment was made in full (NA, RG 10, vol. 1124). These lands were originally to be sold to an American-based syndicate, but this plan was dropped by the Department, and Smart planned to sell the lands by auction. This plan, too, was changed, and the lands were put up for sale by tender. The Land Regulations were ignored, and a 5 per cent, rather than 6 per cent, interest rate was to be charged on instalments; there does not appear to have been an Order in Council that endorsed this change. The sale by tender was poorly advertised. Most of the land purchased by tender was acquired by Smart, Pedley, and White of the Department of the Interior at an average of $1.23 per acre. Adjacent railway lands were being sold for $3 per acre.

Chacastapaysin lands were also put up for sale by tender, on the same terms, and the majority of these lands were acquired by the same three men at $1.43 per acre on average; overall, the lands sold for $2.30 per acre. Several Saskatchewan businessmen and politicians purchased this land.

THE YEAR 1902

Western Development

In 1902, land companies began to proliferate once again, as the railways sought ways to facilitate sales and made plans to increase significantly the system of main and branch lines across the West. Escalating land prices attracted foreign investors. As blocks of land were set aside for sale by companies, a higher demand was gradually made on remaining lands, such as Indian reserves.

Winnipeg had become the centre of western enterprise, home of a large concentration of land companies, real estate agents, scrip brokers, grain companies, dry goods firms, cattle exporters, and railway offices. It was a major collection point for the shipment of grain. In 1902, Winnipeg was receiving more wheat than Chicago. Most of the land companies had offices in Winnipeg, with branches in smaller centres, or in the United States (Friesen 1993, 274-78). Other prairie cities, such as Edmonton, Regina, Calgary, and Saskatoon, were entering periods of rapid growth. A second tier of cities, such as Brandon, Moose Jaw, and Medicine Hat, arose as supply centres (Friesen 1987, 320).

The Manitoba cities were the gateway for immigrants. Brandon had grown up largely between 1882 and 1890, and, as the centre of a prosperous wheat-growing area, it attracted realtors and merchants. Souris was settled by farmers from Ontario, as was Emerson, the Gateway City. All of these smaller centres were marketing and distribution points and, from them, the settlers followed the rails west (Macdonald 1966, 271-72).

In Saskatchewan, in addition to Regina and Saskatoon, Moosomin was one of the first entry points for people going west. It was in the Moose Mountain area, and most homestead land was gone by 1882. Broadview, 45 miles farther on, was on the CPR and was a commercial centre for the district. Moose Jaw grew in the late 1880s into a similar centre. Prince Albert was established at the site of an HBC post and a Presbyterian mission, and was settled by a mixture of Métis and British colonists (Macdonald 1966, 283-84).

The Saskatchewan Valley Land Company was incorporated in 1902 and acquired both railway and homestead lands to sell along the belt between Regina and Saskatoon (see Chapter 2). Some of the land it obtained was part of the land grant of the Qu'Appelle, Long Lake, and Saskatchewan

Railway; Sifton extended this grant in August 1902 in response to threatened litigation from the company that the existing reserve did not contain enough land fit for settlement.

The Saskatoon and Western Land Company was formed in 1902 by William Pugsley of New Brunswick and businessman A.D. David Russell of Montreal. They would acquire an interest in some of the Qu'Appelle, Long Lake, and Saskatchewan Railway land grant in 1906, but this interest was later cancelled.

Speculation and political lobbying abounded because much of the townsite development on the prairies depended on the location of the railway station grounds and divisional points. Towns might grow rapidly when the sites were established, but they could also fold when routes were changed.

Hudson's Bay Company lands sold on the prairies at an average of $5.24 per acre, and CPR lands sold at $3.26 per acre. In 1902, both companies began to sell their lands through land and colonization companies. The Qu'Appelle, Long Lake, and Saskatchewan Railway lands sold at an average of $3.70 per acre. The Calgary and Edmonton Railway sold lands at $3.19 per acre on average and hit its peak of sales in this year (Martin 1938, 306-07).

Later, Oliver estimated the average price per acre of land sold in 1902 to have been $3.56 (House of Commons, *Debates*, April 14, 1915).

Railways

In 1902, the line from Winnipeg to Port Arthur was opened, extending the rival CNOR mileage from Ontario through most of Manitoba. R.M. Horne-Payne became the London agent of the CNOR; his objective was to sell the bonds needed to raise cash, and he was largely successful.

In the same year, the Grand Trunk Railway of Canada, the most extensive line in the country, announced plans to move west with a new transcontinental line. Initially, it wanted to buy a controlling interest in CNOR, but Mackenzie and Mann refused. Instead, they began plans for a rival line, and the rivalry escalated throughout 1902. The Grand Trunk president, Charles Hays, persuaded the Prime Minister to support his cause; Laurier wanted a Liberal line to rival the CPR, widely considered to be a Conservative favourite. Sifton and Oliver pushed for bond guarantees for western extensions of existing CNOR lines and for the reduced rates acquired by CNOR in 1901. The debate extended to whether the government should build the lines, or whether they should be privately owned, though regulated by the government (Regehr 1976, 101-18).

CNOR also built a short line from Strathcona, the northern terminus of the Calgary and Edmonton Railway, located south of the Saskatchewan River, to Edmonton, which was across the river.

Indian Affairs Organization and Policies

James A. Smart resigned his position as Deputy Superintendent General of Indian Affairs and was replaced by Frank Pedley. Smart remained as Deputy Minister of the Interior.

Sifton again defended the Department's economic development policy in the House of Commons on April 18, 1902. He drew attention to the accomplishments of William Graham of File Hills, who was "one of our most successful agents in inducing the Indians to settle down and take care of themselves." Not every reserve was as far along, and many were devoted to stock rather than grain. Mr Sproule quoted from a report on a reserve in northern Manitoba, where the agent had written about the pains he had taken to introduce and protect the cattle industry: "As the young men grow up, I think they will take more interest in cattle than their parents" (House of Commons, *Debates*, April 18, 1902, 3055).

In late 1902, after several years of quibbling over the distribution of agencies within the inspectorate and the duties of the inspectors, the appointments were revisited. In spite of D.C. Scott's earlier complaints that there were not enough inspectors, the number was reduced.

- Calgary: Alexander McGibbon replaced Wadsworth when he retired.
- Battleford: W.J. Chisholm retained his position, but the headquarters were moved to Prince Albert.
- Qu'Appelle: L.J.A. Levecque held his position, but the headquarters were moved to Regina from Qu'Appelle.
- Lake Manitoba: S.R. Marlatt retained his position, but the inspectorate was enlarged to include the Birtle Agency.
- Lake Winnipeg was combined with Rat Portage, all under S.J. Jackson, who replaced McColl (NA, RG 10, vol. 3877, file 91839-1).

J.A.J. McKenna, who had been Sifton's secretary, was appointed an Assistant Indian Commissioner and Chief Inspector to the Winnipeg office, though he did not arrive there until 1903 owing to previous engagements with the Treaty and Halfbreed Commissions. He had, however, proposed in December 1902 that the Indian Commissioner's Office should be restored to a position of mediation, including the filtering of accounts, between headquarters and the agents and inspectors (NA, RG 10, vol. 3877, file 91839-1).

In 1902, Governor General Lord Minto toured the West and visited several agencies, including the Qu'Appelle Agency under William Graham. Lord Minto wrote to Prime Minister Laurier on January 16, 1903, about the treatment of Indians in the West. He protested the recent deposing of Chief Piapot, who "has long been a celebrated old character in the North-West rather a fire-brand perhaps, not over well-behaved, but a chief for a great many years and whose faults, unless very heinous, one might perhaps have hoped would be dealt lightly with. He got into difficulties however over a dance, was accused of assaulting the police and dethroned." Minto believed Piapot had been unjustly treated. He also met with Chief Standing Buffalo, who greatly impressed him as a sensible man. Chief Standing Buffalo complained that Graham was suppressing the dances, when, in his opinion, they were the only source of amusement left to the people. "It will be extremely unfortunate if an intelligent and trustworthy Indian chief should suffer from the narrow-mindedness of some ill-considered regulation" (NA, Laurier Papers, MG 26, vol. 248, 69214-20).

Pedley responded, and on February 17 Lord Minto denounced the letter as an example of the attitude he disliked. Pedley had quoted Graham as saying, "the harm done by one of these dances is sufficient to neutralize the work of years." Lord Minto felt that Graham had exaggerated the situation, and that, with the exception of dances involving cruelty, the dances were largely opportunities for "the enjoyments and relaxations of life" (NA, Laurier Papers, MG 26, vol. 252, 70325-29).

Departmental Circulars (signed by J.D. McLean)

- Band transfers will no longer require the permission of both bands, but only of the admitting band.

- Cattle should be inspected by all prospective buyers, and only the highest bidder should be awarded the sale. A complete report should be submitted (NA, RG 10, vol. 1621).

Depositions

- Headman, Pasqua, bad influence (OCPC 1324/1902).
- Chief, Blackfoot, bootlegging (OCPC 1326/1902).
- Chief, Piapot, bad influence (OCPC 521).
- Headman, Broken Head, intemperance (OCPC 890).

Surrender Demands

In 1902, another petition from residents of the Broadview area was forwarded to the Minister of the Interior, asking for a surrender of the Crooked Lakes reserves.

A petition was given to Sifton from Manitoba residents who wanted the Swan Lake IR 7 opened to settlement.

MLA Benjamin Prince asked for a surrender at Moosomin and Thunderchild in the Battleford Agency. The request was made through T.O. Davis, MP.

The settlers around Roseau River, Manitoba, raised the issue of a surrender through the local press and through the MP, A.A.C. LaRivière. Inspector Marlatt reported that he had an offer of $10 per acre for the land to be surrendered, but thought he could get up to $18 per acre for some of it.

George Bulyea, who was at the time Commissioner of Agriculture for the North-West Territories, suggested surrenders at the Pasqua and Muscowpetung reserves. Bulyea himself had real estate interests.

Surrender Practice

George Bulyea, who had made a request for a surrender at Muscowpetung and Pasqua, suggested that, in order to obtain surrenders, Indians should be promised annual distributions of interest. He was told by McLean that this was standard departmental policy.

There was a surrender at Enoch/Stony Plain, in Alberta, after years of outside demand and discussions with the Band. Initially, the Band resisted a surrender because it did not want white settlers moving in too close. There were some band members, however, who had been in favour of selling land to obtain cash for fencing and outfitting. Very little is known about the negotiations or the meeting. The Band voted in favour of a surrender for fencing, in spite of having a large capital account from the surrender of Passpasschase. There was no cash advance, although the Band got capital money for fencing and outfitting, and compensation for improvements. It was Laird's suggestion that the moneys received from sales be used to discontinue departmental funding of rations and outfits. In addition, when Agent Gibbons took the surrender, he did not include the terms and conditions in the document; they were submitted to the Department by separate letter, and then approved.

There was also a surrender of reserve 100A (Cumberland) in Saskatchewan.

Surrender Sales

The Enoch lands were put up for sale. Oliver recommended sale by auction, but Smart suggested a tendering policy instead, as had been used in 1901. This time there was express exemption from the Land Regulations, by letter from the Department only. The terms of sale were five payments, at 5 per cent interest. The sale realized $6.72 per acre, just above the valuations placed by the surveyor. The Smart/Pedley/White team submitted bids, but were not successful. Oliver's friends McDougall and Secord were the most successful of the bidders.

THE YEAR 1903

Western Development

The Reverend I.M. Barr brought a group of colonists from the British Isles to a new colony at Lloydminster, Saskatchewan. The original intent of the project was to place soldiers who had returned from the South African War on Canadian land, but the colony also had a strong Anglican focus. Barr's partner, the Reverend George E. Lloyd, had served in the rebellion of 1885 and was proselytizing the West as assistant secretary of the Colonial and Continental Church Society. Together they advertised a Britannia colony and persuaded James A. Smart to hold the even-numbered homesteads in a large area they had procured from the CPR. Some of the land was to be held for Canadian and American homesteaders who, they hoped, would serve as instructors to the newcomers.

Sifton also got involved directly in the scheme, sending his employee and associate C. Wesley Speers to Saskatoon to prepare for the colonists' arrival. Sifton was sceptical of the skills of the organizers but realized that the plan would bring sufficient English-speaking immigrants to Canada to offset criticism of his acceptance of so many Galicians and Doukhobors (Morton 1938, 121; Berton 1984, 110-13). The venture was indeed badly organized; Barr was deposed and was succeeded by Lloyd. But the settlers did arrive, and the city of Lloydminster emerged from their settlement (see Macdonald 1966, 254-55).

James A. Smart and William J. White, the men involved in the Moose Mountain and Chacastapaysin purchases, bought 10,000 acres of CPR land, on Sifton's intervention, at $4 per acre, $1 less per acre than the price of those particular lands. They apparently resold them through the Canada North West Land Company (see Chapter 2).

Hudson's Bay Company lands on the prairies sold at an average of $5.88 per acre, a slight increase from previous years. CPR lands sold at an average of $3.75 per acre, also an increase. Qu'Appelle, Long Lake, and Saskatchewan Railway lands sold at an average of only $1.75 per acre, and Calgary and Edmonton Railway lands sold at $3.92 per acre. CNOR entered the market, and its lands sold at an average of $3.44 per acre. With the exception of the latter two companies, the land sales reached a peak in 1903 and then began to drop. The volume picked up again in 1910-11, dropped, and increased again between 1917 and 1921, the war years (Martin 1938, 306-07).

The Saskatchewan Valley Land Company was selling land in Saskatchewan, between Regina and Saskatoon, at $8 to 12 per acre. Interest of 6 per cent was charged on outstanding balances, as it was for railway lands (Hedges 1939, 147).

Oliver estimated the average price per acre for land sold this year on the prairies to have been $3.46 per acre. He also noted that the increase in prices from this point on reflected the Liberal policy of railway development (House of Commons, *Debates*, April 14, 1915).

The Saskatchewan Valley and Manitoba Land Company, which acquired the assets of the Saskatchewan Valley Land Company in 1903, also acquired land on assignment from CNOR. It was not allowed to sell these CNOR lands at less than $5 per acre, and it had to reimburse CNOR $3 per acre plus one-third of gross receipts (Regehr 1976, 227). It sold land, on average, at just over $7 per acre, although some sold as high as $20 per acre.

The Saskatchewan Valley and Manitoba Land Company was formed by a group of directors from the Blake, Anglin, Lash and Cassels law firm in Toronto, and it was taken over by the same syndicate that ran the Saskatchewan Valley Land Company. It purchased many of the assets of the latter company, including unsold lands, and also made a deal with CNOR to sell some of its land grant. In 1904, this deal would be expanded to include townsite development. The key players in this syndicate, A.D. Davidson and A.D. McRae, went on to have a long-standing affiliation with CNOR.

Railways

The year 1903 was extremely significant in the expansion of the railways, as both the Grand Trunk Railway and CNOR sought charters for transcontinental expansion. Laurier's solution to the competing proposals emerged from an idea put forth by Postmaster General William Mulock. Legislation was passed in early summer 1903 to enable the projects to go through. The government was to build a line east from Winnipeg to Quebec and then on to Moncton, and to lease it to the Grand Trunk for operation. This company would be forced to give running rights to CNOR and other companies needing eastern connections. The Grand Trunk would be given aid to build its western lines, but aid would also be provided to CNOR to build lines west from Erwood, Manitoba, to Prince Albert, and from Grandview, Manitoba, northwest to Edmonton. This scheme left CNOR in need of its own eastern connections, however, because it would not rely on either the CPR or the Grand Trunk to provide the east-bound rights. Thus the company made plans simultaneously to acquire eastern lines while it built western lines (Regehr 1976, 118-24).

The CPR publicly applauded the new projects, but privately its president feared that the Grand Trunk Pacific would use American ports and that the provision of federal aid to this line was unwarranted. T. Shaughnessy was also critical of the location of the prairie Grand Trunk line, believing that it would parallel the CPR for 300 miles west of Winnipeg and not open up new territory at all. Although the CPR ostensibly kept out of the debates of 1902-03 about the two new transcontinental lines, its Conservative supporters were not silent (Eagle 1989, 91-95).

With the new federal bond guarantees provided by legislation, CNOR began to build its main line west from Grandview, Manitoba, through Kamsack, to Warman, North Battleford, and

Edmonton. Construction in 1903 reached Kamsack on this line. Construction was also begun on a line from Erwood, Manitoba, to Prince Albert, and it reached as far as Melfort.

The Grand Trunk incorporated the Grand Trunk Pacific company (GTP) and began its own program of construction. The GTP built in the zone between the southern CPR and the more northerly lines of CNOR.

The federal Minister of Railways, A.G. Blair, resigned in July 1903 in opposition to the federal support of the Grand Trunk proposal as a private enterprise; he supported government ownership of railways. Blair was made the first Chief Commissioner of the Board of Railway Commissioners, an "independent" regulatory body established by law in 1903 to regulate rail commerce. Simon J. McLean, the author of the concept paper, joined the Commission in 1908 and bought land on speculation at Muscowpetung in 1909. Frank Oliver was also a member of this Commission from 1923 to 1928.

Indian Affairs Organization and Policies

Departmental Circulars (primarily from the Indian Commissioner's Office)

- When agricultural equipment is necessary for Indians, and is to be paid out of their earnings or funds deposited with the Department, prices should be obtained from dealers on the patronage lists, and the equipment bought from those with the lowest prices (Pedley).

- Indians should not be paid for wage work with rations meant for the destitute, but with moneys meant for that purpose.

- Veterinary surgeons on the patronage list, in addition to NWMP veterinarians, can be used.

- All stock held privately, including that by employees and churches, is to be reported.

- Instructions for preparing estimates: All items must be supported, including estimates of able-bodied men and their dependants, and estimates of the destitute and infirm and their dependants.

- Railway construction is not to take place until the agent is sure that the right of way has been arranged; railway workers are not to be interfered with (NA, RG 10, vol. 1621).

On July 10, 1903, the annual debate in the House of Commons over departmental estimates included discussion on the purchase of livestock for the Blood, Blackfoot, and Peigan reserves. Sifton pointed out that the cattle industry had recently begun on these reserves. There were also questions about tendering and patronage for supplies, such as rations, beef, and supplies under treaty. Sifton replied that his "friends" were not making much in the way of profits (House of Commons, *Debates*, July 10, 1903, 6423-25)

Sifton spoke about education and economic development on reserves in a discussion in the House on July 18. Again he pointed to the work of Mr. Graham, who has been very successful in turning the Indians of the Qu'Appelle area into farmers:

> They are growing grain, there are no more supplies being distributed; the Department is buying cattle from them. Partly this has been done by setting apart some of the reserve land for the young educated people to farm, without interference from their relations. Mr. Graham had just been appointed Inspector to give him larger scope. (House of Commons, *Debates*, July 18, 1903, 6956-57)

In October 1903, Mr Sproule challenged Sifton in the House over supplementary expenditures for supplies and agricultural implements, recommending that better business methods be exercised to control expenditures (House of Commons, *Debates*, October 12, 1903, 13782).

There were also discussions about the leasing of a portion of the Blood reserve, an issue that would surface in the Ferguson Commission many years later. Sifton reported that the Indians had agreed to a lease by Donald McEwan and Company. W.J. Roche said that dominion lands are leased at a rate of 2 cents an acre for 21 years, but with public advertisement and tenders. Sifton said that these terms were more advantageous to the Blood because they were able to negotiate with the lessees. Roche went on to say that he believed the Band could have gotten more in competition and that the lessees had sublet the land to other parties (House of Commons, *Debates*, July 20, 1903, 7197-99).

Depositions

- Chief, Alexander, bad influence (OCPC 779/1903)
- Chief, St Peter's, intemperance (OCPC 1291/1903)
- Headman, Cote, intemperance (OCPC 1207/1903)
- Headman, John Smith, intemperance (OCPC 1367/1903)

Surrender Demands

Robert Borden, Conservative MP for Halifax, asked whether reserve land abandoned or not used by the Indians could be taken back, and Prime Minister Laurier told him that a surrender was mandatory in any event. Borden commented that, meanwhile, the land was useless and deteriorating (House of Commons, *Debates*, October 12, 1903, 13782).

The Michel Band purportedly requested a surrender to raise money for outfits, according to the Indian Agent, James Gibbons, an Oliver appointee. Gibbons was aware of the CNOR route, which would pass about 3½ miles south of the reserve. Laird suggested waiting until the line was actually built and values were higher but was overruled.

CNOR asked for land at Cote for station grounds and a townsite at what would become Kamsack, Saskatchewan. It negotiated a sale the following year at $10 per acre for the townsite, the same price it would offer at Fishing Lake.

Surrender Practice

There was a surrender at Michel in 1903, prompted by the Band's request for outfits, although there was also external demand. A strip of land along the western side of the reserve was surrendered. Little is known about the meeting, negotiations, or vote. There was no distribution at the time of the surrender, but the interest and capital from sales could be used for outfitting farmers. Commissioner Laird recommended during negotiations that, based on the Enoch/Stony Plain experience, surrender documents should not itemize the equipment and livestock that were to be received by the bands, but that they should be provided according to circumstances (NA, RG 10, vol. 3563, file 82/14, Laird to McLean, May 9, 1903).

There was also a surrender at Roseau River after years of demand by area residents for the fertile farm land. Inspector Marlatt took the surrender, admittedly encountering resistance in the negotiations and having to use inducements. The older men in particular were resistant to surrender, pointing out the long-term economic advantages of keeping the land. It appears that Marlatt promised an advancement of cash, and perhaps other items not named in the surrender. The agreement allowed one-tenth of the capital to be spent on farming needs; in accordance with what Laird recommended for Michel, these items were not listed but were described as items that the Indians might need and the Department might approve. A promise by Marlatt at the time of surrender of annual interest payments did not show up in the text of the agreement.

McKenna complained that Marlatt had left the Commissioner's Office out of the discussions about the surrender, and that the office should have been better informed about the negotiations. McKenna and Laird also complained about having been circumvented in the Enoch and Michel surrenders, in that they had not received information about the surrenders until after they had occurred.

Within the context of preparing for the surrender at Roseau River, Law Clerk Reginald Rimmer wrote a memo to the Deputy Superintendent General about the use of the Land Management Fund to provide an advance to the Band to buy additional land, to be repaid out of the proceeds of the sale of the surrendered portion of the reserve (see 1896: Roseau River, below). Rimmer said he believed that the law would allow the use of the fund for advances, as long as the Band in Council agreed in writing that the money was being advanced against land sales and that it would be repaid to the fund (NA, RG 10, vol. 3731, file 26306/2). The fund would be used at times to provide advances for distribution at the time of surrender, but in these cases the Indians were to repay the fund with interest (see, for example, 1904: Cote, and 1908: Swan Lake, below).

Surrender Sales

At this time the Department deviated from the practice of the Department of the Interior of requiring certification in the case of land assignments where the assignor had no liens or creditors against the land. Interior used this practice to protect assignees, but the Indian Department, on Rimmer's advice, relaxed its own requirements, and these protections against fraud were no longer in place. This issue came up in the context of the sale of the Sharphead lands in Alberta. When the Roseau River lands came up for sale, the Order in Council accepting the surrender specifically exempted the sales from the Department's Land Regulations. The sale required 10 instead of the usual five payments.

There was also discussion about the best method for sales in the planning for the Roseau River land sales. At Pedley's request, J.D. McLean compared tendering with auctions and recommended the former; in his opinion, auctions had been used in Ontario, but with limited success. Pedley, however, subsequently decided on an auction. It was known at the time that Sifton's friend George

Walton, a businessman, local politician, and auctioneer from Emerson, Manitoba, was pressuring Sifton for an auction. Pedley also set the terms for 10 payments instead of five and used a 5 per cent interest rate. The auction was held in May and achieved an average of $13.50 per acre, above the upset price, but the clerk running the auction reported that the upset prices set by John Lestock Reid were circulated by rumour. Much of the land went to local people, including the farming instructor on the reserve; although American speculators were present, they did not do much bidding, because of concerns about water supply to the land.

THE YEAR 1904

Western Development

The new transcontinental lines became an election issue in 1904. The Liberals argued that if the Conservatives regained power, they would transfer the new Grand Trunk Pacific (GTP) project to the CPR. The Conservatives under Borden were accused of promoting a government-owned transcontinental railway (Eagle 1989, 96-97). The Liberals were returned to power. Sifton ran against R.L. Richardson in Brandon and won easily.

The price of wheat rose from an average of 75 cents a bushel for no. 1 grade in 1901 to 92 cents a bushel (Morton 1939, 125).

Hudson's Bay Company lands sold on the prairies at an average price per acre of $6.01. CPR land sales averaged $4.10 per acre. Calgary and Edmonton Railway lands sold on average at $4.36 per acre, and CNOR lands went at $4.86 per acre. Land sales volumes dropped for all these companies during the year (Martin 1938, 306-07).

Oliver later estimated the average price per acre for land sold on the prairies for 1904 to have been $4.39 per acre (House of Commons, *Debates*, April 14, 1915).

In 1904 there were 41,869 homestead entries on dominion lands, up from 1861 in 1896. This was the highest number of any year until 1910, when the number of homesteaders would rise again. The majority were taken by Canadians and Americans; the next highest category was the British, followed by Galicians (Morton 1938, 128). Altogether, there were over 100,000 new immigrants to Canada in 1904, the majority entering from the United States (Dafoe 1931, 316-17).

Sifton was criticized over the Saskatchewan Valley Land Company in the House of Commons. Conservatives accused him of giving concessions to a firm that was making profits from land sold by the government at low prices – and often paid for in scrip (see Chapter 2).

Sifton had an interest in the Canadian Northern Land Company. C.A. Masten, Sifton's lawyer, was instrumental in setting up this incorporated company, and it may have acted as a vehicle to sell lands for Sifton.

Railways

CNOR was in the process of constructing the main line west from Kamsack to Edmonton, and the secondary line from Grandview to Prince Albert.

Indian Affairs Organization and Policies

Sifton spoke about education and economic development on reserves in a discussion in the House of Commons on July 18. Again he pointed to the work of William Graham, who had been very successful in turning the Indians of the Qu'Appelle area into farmers. They were growing grain, and they no longer needed supplies distributed to them; indeed, the Department was buying cattle from them. This result had been achieved partly by setting apart some of the reserve land for the young educated people to farm, without interference from their relations. Mr Graham had recently been appointed Inspector to give him more scope (House of Commons, *Debates*, July 18, 1903, 6956-57).

Graham was appointed Inspector for Qu'Appelle, with headquarters at File Hills/Balcarres. His agencies included Pelly, Moose Mountain, Crooked Lakes, Assiniboine, Qu'Appelle, and Touchwood Hills (NA, RG 10, vol. 3877, file 91839-1).

Sifton was questioned again, as in 1903, on the Blood reserve grazing lease. He provided a list of those who had applied for the lease, which had been given to Donald McEwan of Brandon in 1903. The list included A.J. McLean of Macleod, Alberta; T.H. Wallace of Lethbridge; H.M. Hatfield of Yarrow, Alberta; J.W. Woolf of Regina; C. Millar of Toronto; C.A. Sheets of Cardston; J.F. McLaughlin of Toronto; and W.M. Boultbee of Toronto. The permit granted to McEwan was for 219,000 acres, for ten years, at $5000 per year. According to the agreement, any subletting required the approval of the Department (House of Commons, *Debates*, May 4, 1904, 2554).

Accountant Duncan Campbell Scott prepared a memorandum in response to allegations that the increase of expenditures since 1897 was related to the decrease in the Commissioner's authority, poor management, and increased patronage. Scott again expressed the opinion that there were not enough inspectors, and that it was the job of the Commissioner's Office to supervise inspections, not to get involved with clerical or fiscal matters, over which Ottawa should have full control. The Commissioner's Office could help make estimates, but would know nothing of expenditures. The Commissioner had not, however, assisted agents or inspectors with problems to the extent that he should have. His control was lax.

Scott also commented on the money allocated to rations, and he argued that it was time to force the Indians to become self-sustaining. Although the Commissioner's Office has done little to promote this goal, several individual agents had, particularly William Graham of the Qu'Appelle Agency in Treaty 4 and J.A. Markle of the Blackfoot Agency in Treaty 7. Both men had drastically cut rations, but in many other areas rations were increasing, especially where agents were using them to pay for goods and services for Indians on reserve; in general, however, there were still a large number of destitute Indians.

The salary budget was also rising, Scott admitted, in spite of the layoffs in 1897. In addition, the number of employees in the Commissioner's Office had risen from two to seven; Hugh Richardson, laid off in 1897, was one of them. Inspector Graham had also taken on a clerk. A number of agencies had added employees, with a total increase from 115 in 1897 to 133 in 1904.

Meanwhile, Scott went on to say, the year 1903 had been the first in which the Department had no debt at the end of the fiscal year (NA, RG 10, vol. 3877, file 91839-1, memo to Pedley, March 3, 1904).

Departmental Circulars (from J.D. McLean)

- Reminder of the importance of cattle sales returns.
- Reminder of which correspondence should go to the Commissioner's Office, and which should go to Ottawa (see 1897). W.M. Graham wrote to the Deputy Superintendent General on December 12, 1904, saying that the assistant Commissioner was asking for information that Graham had sent to Ottawa about instructions.

- Memo from Pedley to Sifton, December 20, which set out the need to remind agents where to address their reports and correspondence.

- One change in the system stipulated that medical reports, monthly employee paysheets, monthly school reports, and returns of day school attendance should go to the Commissioner's Office, and should then be forwarded within a week to Ottawa (NA, RG 10, vol. 3086, file 279222-1).

The patronage list from Selkirk, submitted by McCreary, included J.O. Lewis for publishing, P. Sutherland and J.K. McKenzie for general merchandise, Dr D.G. Ross for medical care, and William Robinson for lumber, hardware, and furniture. In Stonewall, Sratton and May as well as P.J. Foley and Co. were favoured merchants, with W. Montgomery and G.M. Brown as hardware dealers. A. R. Leonard was the source for drugs and stationery. The newspaper the *Stonewall Argus* was on the Liberal list (NA, Sifton Papers, MG 27, II D 15, vol. 295).

Depositions

- Headman, Enoch, for intemperance (OCPC 2163/1904)
- Headman, Long Plain, for intemperance (OCPC 1639/1904)
- Headman, Keeseekoweenin, for intemperance (OCPC 1926/1904)
- Headman, St Peter's, intemperance (OCPC 1927/1904)
- Headman, Lake Manitoba, intemperance (OCPC 1840/1904)

Surrender Demands

W.J. Roche, MP for Marquette, asked in the House of Commons about Crooked Lakes.

A.A.C. LaRivière asked in the House for the remainder of Roseau River:

> I understand the government has adopted a policy whereby all these little patches of land known as reserves may be thrown open in the more settled parts of the province of Manitoba and the Territories and an equivalent found elsewhere. They are an impediment to colonization, and are not in the best interests of the Indians themselves. It is not desirable that the Indians should live in the midst of a settlement, because they will not improve, and they will contract all the bad habits that are practiced by their neighbours. (House of Commons, *Debates,* 1904, 6976)

The Carry the Kettle Band made a request, through its agent, for a surrender, though it had rejected an inquiry about a surrender in 1903.

The Broadview, Saskatchewan, residents who had been pushing for a surrender of parts of the Crooked Lakes reserves closest to the CPR line sent another petition to Ottawa.

CNOR asked for land for a townsite at the Fishing Lake reserve; Sifton and Pedley initially rejected this request under their policy of not allowing townsites on reserves. The company offered $10 per acre, the same figure it was negotiating with Cote for Kamsack. The request came via the Saskatchewan Valley and Manitoba Land Company. A right of way was compensated at $5 per acre. The Reverend John McDougall, Oliver's agent in negotiating land surrenders, valued the station grounds at $25 per acre but settled for $20 per acre. CNOR also took a right of way and station grounds from the Moosomin reserve for Highgate Station.

J.A.J. McKenna reported a request from the Medical Inspector, Qu'Appelle Agency, for a surrender of grazing lands at Muscowpetung.

Newly appointed Inspector Markle decided to push for surrenders from all the Hobbema Bands on the basis that they had more land than they needed.

Surrender Practice

Superintendent General Sifton made a couple of comments about policy in the House of Commons debates in 1904. In reply to LaRivière's request for the surrender of all reserves in settled areas, he stated:

> Whatever may be deemed desirable or otherwise, the fact of the matter is that the Indians own these lands just as much as my hon. friend (Mr. LaRivière) owns any piece of land for which he has a title in fee simple. The faith of the government of Canada is pledged to the maintenance of the title of these Indians in that land. Under the arrangement that we have made with the Indians, our faith is pledged that we will not disturb them in the occupation of the land which has been reserved for them, except on their own consent being given in a specified form. We follow the policy of getting the consent wherever we can when we think it will not interfere with the means of the livelihood of the Indians; for we realize, as my hon. friend does, that it would be to the interest of the Indians that the land should be thrown open for settlement and sold, and that they should be paid the interest on the proceeds rather than keep the land while putting it to no use. But my hon. friend recognizes the fact that we have to proceed in a diplomatic way and get the Indians to surrender their lands when they are willing to do so. The officers of the department, having constant dealings with the Indians, know how far it is safe to go in each particular case.

On the same day, Sifton responded to a question about efforts being made to take surrenders from the Crooked Lakes reserves:

> We have not yet formally submitted the question to them [Crooked Lakes Bands], because as my hon. friend will know, if you submit the question of the surrender of their land to an Indian band they will vote against it, and it will be impossible to get them to agree to it after that. They probably consider that it is a point of honour with them to stick to the decision that they have taken. It is therefore extremely imprudent to submit a question of that kind to them unless you feel sure that you are likely to get a favourable decision. In this particular case the officers at Winnipeg have instructions to take such steps as may be deemed desirable. The agent is moving in that direction, and will ask for their consent as soon as he has reason to expect a favourable conclusion. (House of Commons, *Debates*, July 19, 1904, 6974-977).

There was a Cote townsite surrender in 1904. Although the Band was involved in negotiating price and terms, the primary negotiations took place between CNOR and the Commissioner's Office. The final price-per-acre terms were set by the railway with little input from the Band. Agent Carruthers took the surrender. In return for the townsite, which was to be sold at $10 per acre to CNOR, the Band would get half the proceeds of lot sales once CNOR had recouped $5000 plus survey costs.

Surrender Sales

In June 1904 some of the lands from the first Michel surrender were sold, but, in a reversal of the circumstances at the Roseau River sale in Manitoba a year earlier, the land was sold once again by tender. Most of the advertising was outside the local area, with the result that most of the buyers were from Ontario. McDougall and Secord, who had dominated tendering in the Stony Plain area, were not as successful here. Still, prices of sales were below valuations, and most of the land did not sell. Herbert Awrey, Department clerk in Ottawa, was among those who were successful.

THE YEAR 1905

Western Development

In 1905, Saskatchewan and Alberta became provinces. Natural resources remained with the Dominion, however, so that existing land regulations, including homesteading, continued. The two western provinces took a more active role in the regulation of communications and trade.

Sifton resigned as Minister of the Interior in early 1905, and James A. Smart resigned as Deputy Minister at the end of December 1904. The ostensible reason for Sifton's departure was a disagreement with Laurier over the Northwest Territories School Question. Laurier had drafted legislation for the two new provinces which left the door open for Catholic schools to share in the funds for public education, including those generated by the sale of school lands. Sifton opposed this policy, as he had when he was in the Manitoba government, and he resigned soon after Parliament opened. There was also a scandal about his private conduct, involving an affair, which was a threat to his political career (see Berton 1984, 194-204; Dafoe 1931, 280-82; Hall 1985a, 173-99). Sifton was replaced by Frank Oliver on April 8, 1905.

Hudson's Bay Company lands sold on the prairies at an average price of $6.20 per acre. CPR lands sold at $4.97 per acre. Both companies were declining in volume of land sales, but the prices were rising. The Calgary and Edmonton Railway was selling land at an average of $4.78 per acre. CNOR greatly increased its volume of sales, at $5.27 per acre on average. Because CNOR was bringing new areas onto the market, its land sales, at 1.2 million acres sold, was more than double that of the CPR. CNOR sales would continue to rise until 1913 (Martin 1938, 306-07).

As a result of the building of the two new lines, the CPR changed its land sales policy. It reduced the price of land close to the existing western line and increased the price near the CNOR and GTP lines (Eagle 1989, 99). By the end of 1905, the best of the railway belt lands had been sold (Hedges 1939, 166). At the same time, demand for reserve land surrenders escalated.

School lands sold in Manitoba brought an average of $12.38 per acre; in Saskatchewan, $14.32; in Alberta, $11.68. These sales were taking place in areas where homesteading and railway lands sales had dominated the market in previous years, enhancing the value of the remaining sections (Martin 1938, 341-43).

Later, Oliver estimated the average price of land per acre on the prairies to have been $5.09 (House of Commons, *Debates*, April 14, 1915).

The number of homestead entries dropped somewhat, from over 41,000 in 1904 to just over 26,000 in 1905. Of these entries, the largest block, 7730, was taken by Americans, followed by Canadians, 5756, and British, 4664 (Morton 1938, 128). Immigration from overseas was still rising.

The Canadian Prairie Lands Company, in which Sifton had an investment, and which was associated with the British Empire Agency, was incorporated to sell and resell lands.

Railways

CNOR pushed construction of its lines, and in 1904-05 the lines from Erwood to Prince Albert, and from Grandview to Edmonton, were completed. One of the effects of construction was the creation of North Battleford as a townsite across the river from old Battleford. CNOR argued that high construction costs had forced it to bypass the hills of the older town. Saskatoon was also bypassed as the tracks ran through Warman just to the north.

The Grand Trunk Pacific had its official launch. The location plan for the new line west from Portage la Prairie (275 miles) was announced. It confirmed CPR assertions that new territory would not be opened up along this route as it was too close to the CPR line. When the route plan was further extended in September to encompass the route to Edmonton and beyond to Prince Rupert, there were protests from Battleford, Saskatoon, and Strathcona about the route (Eagle 1989, 99-100).

CPR began to expand its branch lines, constructing a branch from Wolseley, Saskatchewan, east to Reston, Manitoba (Eagle 1989, 101).

Indian Affairs Organization and Policies

A debate in the House of Commons on May 25, 1905, about tendering policies revealed that some stockmen were buying cattle at low prices and selling them to the Department at considerably higher prices, thereby getting a profit. Inspector Markle had recently been in charge of much of the purchasing and now faced allegations that the Liberals on the patronage lists were getting the profits.

Oliver said that, in future, the cattle would be bought at auction rather than via middlemen. As to the management of stock, he stated:

> Of course, the department retains a certain control over the stock, and the Indian is only allowed to kill and sell with the permission of the agent. Very strict care is exercised in that respect, and although stock is handed over to the Indians to be dealt with exactly as he pleases, at the same time certain control is retained by the agent, so far as is consistent with the encouragement of the idea of independence and of property in the mind of the Indian. (House of Commons, *Debates*, May 25, 1905, 6545)

The objective was to encourage the Indians to become self-supporting.

R.S. Lake challenged Oliver in the House about the power of the Indian agent, under the *Indian Act* of 1886, to operate as a magistrate or justice of the peace. In cases of disputes between Indians and whites, Indian agents were acting as magistrates, yet this role constituted a conflict because the agent acted as both prosecutor and judge. The same conflict ensued in disputes among the Indians. Oliver responded that the matter was worth looking into, especially in regard to the more settled areas where there were other local people to serve in this capacity, but he reminded Lake that the Indians were wards of the government:

> They are a special responsibility on the Dominion government and therefore under its special protection and it is something to be considered very carefully before a conclusion is arrived at as to whether it would be desirable to withdraw from the Indians that protection which this government is now able to accord them through the position of the agent as a justice of the peace in administering the special legal provisions which are applicable only within the limits of the reserve and which are generally considered necessary to the well being of the Indians on reserve. (House of Commons, *Debates*, May 25, 1905, 6547)

The Indians, because they were wards of the federal government, were not subject to independent advice or arbitration in the normal course of things.

Departmental Circulars (signed by Pedley or the Commissioner's Office)

- All cattle killings and unauthorized sales are to be reported, whether the animal in question is private property, from the loan system, a treaty provision, or supplied as a reward for loyalty in 1885 (Pedley).

- No beef or other supplies are to be issued, without authority, to anyone other than those to whom they are intended.

- Employees are not entitled to servants, or to use rations and supplies to pay for household work.

- Deaths or resignations of a chief and councillors should be reported to the Commissioner's Office; authority must also be obtained for appointments.

- The aged and infirm are to be given a living allowance of 16 oz of beef and 14 oz of flour per day.

- Beef purchased from self-supporting Indians is to be paid for at going rates.

- Letter from Assistant Commissioner McKenna on March 7 to McLean, defending his right to ask for information that is normally sent to Headquarters, and stipulating that agents should not refuse his request, as Inspector Graham has advised his agents to do.

- Letter of March 23 from McKenna, saying that Graham has been advised to ignore his requests and to forward them to Ottawa. A response of April 13 said that the Department had not put such instructions in writing.

- Letter from Laird to McLean of April 5, asking why the Commissioner's Office has not been informed of staff changes in the Qu'Appelle Agency.

- A reminder to make purchases from the patronage list.

- Letter from McKenna to McLean of October 28 asking him to advise him where he, McKenna, has travelled, without notifying the Department, as per the recent rebuke.

- Laird advised by the Assistant Secretary to keep his employees under control so they don't write critical letters directly to the Department.

- Laird advised the Secretary on November 9 that his authority was being curtailed. He stated that he was informed on July 16, 1901, that McKenna was to be the assistant commissioner, but that McKenna did not appear until April 6, 1903. He, Laird, had no control over McKenna's activities during this time and could not exert discipline. Since then, McKenna has received many direct instructions, including the negotiation of surrenders, without Laird's being advised or consulted. Likewise, the Inspectors often receive letters to do certain work, without any involvement by Laird.

- Pedley replied on November 24 that although Laird's employees may receive instructions from Headquarters, they should advise Laird, and if they do not, it is Laird's fault.

- Because cattle are being killed or sold without permission, all cattle, including private stock, are now placed under government control. These cattle must be replaced out of annuity moneys. (NA, RG 10, vol. 3086, file 279222-1)

Surrender Demands

R.S. Lake asked in the House about the surrender of the Crooked Lakes reserves (House of Commons, *Debates*, May 25, 1905, 6552).

CNOR pressed for the surrender of the southern half of Cote reserve, near Kamsack; J.G. Turiff, Commissioner of Dominion Lands, seconded this suggestion.

The Mosquito, Grizzly Bear's Head, and Lean Man Bands in Saskatchewan apparently requested a surrender of the lands allotted to the latter two bands. The request came in the words of Agent Day.

The Alexander Band in Alberta also asked for a surrender of land to raise money for a fence, a planer, a shingle mill, and other items. This was a repeat of a request made in 1904, but Commissioner Laird had suggested putting it off for a year or so.

Some residents of St Albert, Alberta, petitioned Frank Oliver for a surrender of a further portion of the Michel reserve. A local businessman offered to buy the land for $3.84 per acre, less than CPR land was selling for in that year. According to Agent Gibbons (Oliver's Liberal appointee), the Band had made a request for a surrender at the end of the year.

Residents around the Qu'Appelle area wrote to the Department of the Interior and the Indian Department asking for a surrender at Muscowpetung. They had read in the *Free Press* that a surrender was imminent and that discussions were under way at the adjoining Pasqua reserve. It was also becoming generally known that the Grand Trunk Pacific might run its line through the Pasqua reserve.

Inspector Markle suggested that the land at the Alexander reserve would be $6 to 10 per acre if surrendered.

Surrender Practice

Frank Oliver said in the House of Commons on May 25, in reference to the Carry the Kettle surrender then in process:

> That will be dealt with during the coming summer. At other places also efforts are being made to induce the Indians to part with portions of their reserve which they do not need, and for which they will receive the full prices that may be received by the government acting as their trustees. It is not possible for the government to enforce a surrender because the land is absolutely the property of the Indians. (House of Commons, *Debates*, May 25, 1905, 6552)

The Carry the Kettle surrender was taken in 1905 and was one of the first in which Inspector Graham assisted with negotiations. Agent Aspdin actually took the surrender. The deal was to procure money to pay for a threshing machine and other band implements, and the Band expressed concern that the interests of the aged and those who did not farm be taken into account in the terms. Graham was adamant that the Department would manage the funds. Little information is available about the substance of the negotiations and the consent. The terms included money for debts, wire, and other capital purchases; compensation for improvements; and interest distributions at the discretion of the Department. There was no mention of provisions for the aged or for non-farmers, and Graham in fact recommended against the latter. McKenna of the Commissioner's Office complained of being left out of surrender discussions.

A surrender was also taken of the Grizzly Bear's Head and Lean Man reserves; the Mosquito Band was allowed to vote on the surrender, although it had no formal amalgamation with the other Bands. Agent Day took the surrender, but little is known about the substance of the meetings. The request had come jointly, it appears, from the bands and the agent.

There was a second surrender at Cote, at CNOR's request, in the wake of townsite development. This surrender was negotiated by the Reverend John McDougall, Oliver's newly hired agent. McDougall had the proposal for terms put forth as issuing from the Band. Commissioner Laird took the surrender, his second, after the 1901 Assiniboine surrenders. The terms included a land exchange, cash distributions to be made at specified times after land sales, and the balance funded for the Band. Improvements would be paid for.

A surrender from Alexander was taken after repeated requests from the Band, which wanted funding for a fence and other agricultural items and livestock. Little is known about the meeting or the negotiations, although there appears to have been some on-site negotiation. Inspector Markle took the surrender, after several discussions with the Band. At the Band's request, provision was made for rations for the sick and the elderly. There was no cash distribution because the money was used for outfitting.

Surrender Sales

On May 25, 1905, there was a debate in the House of Commons about the sale of some islands in Georgian Bay. These islands, highly desired as sites for summer cottages, had been the subject of dispute between Ontario and Canada. Those south of Moose Deer Point were claimed on behalf of the Chippewas of Lake Huron and Simcoe, who had surrendered them in 1856 to be sold for their benefit. The sales had begun in 1884, each application being considered separately by officials at or above the upset price and in the order of application. There was no public auction, and the issue surfaced in the House when F.W. Grant bought a lot on an island for $140, a small sum compared with what could have been got at auction. Grant's brother was the Liberal MP for Northern Ontario, George D. Grant, who denied that he had used his influence. Grant was not the only Liberal who acquired these lands at low prices, and the debate was wide-ranging. Oliver defended the sales. Grant is of interest here because he bought land at several auctions in the West (House of Commons, *Debates*, May 25, 1905, 6477-89).

THE YEAR 1906

Western Development

The price of grain dropped this year to the same level it had been in 1901 – 75 cents a bushel for no. 1 wheat (Morton 1939, 125).

Hudson's Bay Company sales rose slightly, and the value of land escalated dramatically to an average price of $7.89 per acre. CPR sales also rose significantly, and the average price rose to almost $6 per acre. Calgary and Edmonton Railway sales dropped, and the price averaged $5.60 per acre. CNOR sales rose, at an average price of $4.95 per acre (Martin 1938, 306-07).

School lands sold in Manitoba at an average of $12.21 per acre; in Saskatchewan, at an average of $14.67; and in Alberta, at an average of $9.72. The volume of sales in Manitoba rose sharply and hit a peak for the period of 125,086 acres (Martin 1938, 341-43).

The Canadian Northern Prairie Land Company was selling CNOR land at $9.50 per acre (Hedges 1939, 151).

Oliver later estimated the average price per acre on the prairies to have been $6.01 (House of Commons, *Debates*, April 14, 1915).

The Saskatoon and Western Land Company acquired rights to the indemnity lands of the Qu'Appelle, Long Lake, and Saskatchewan Railway at $2 per acre. CNOR took control of the stock of the Qu'Appelle company (below), and there was a dispute between these two railways over land grant selections.

The directors of the Saskatchewan Valley and Manitoba Land Company and their associates, the Metcalfe, Sharpe and Stacpoole firm of Winnipeg, set up a series of real estate and loan companies: the Quill Plains Land Company, Saskatchewan and Alberta Land Company, and Canadian Loan and Investment Company. The companies had offices in Winnipeg and Humboldt, Saskatchewan, and attracted American investment.

The Luse Land Company was buying CPR land in Alberta at $6 per acre and reselling it at a higher price (Hedges 1939, 164).

Railways

CNOR acquired the Qu'Appelle, Long Lake, and Saskatchewan Railway, thereby gaining access to Saskatoon and undercutting the GTP line built into that city.

GTP had its main line route plan confirmed. It extended west from Winnipeg to Portage la Prairie, to Touchwood, to just south of Saskatoon, and thence to Clover Bar, east of Edmonton, and then Edmonton. Strathcona, south of the river, was bypassed. The line went south of Battleford. The company also formed the Grand Trunk Pacific Branch Line Company, with the intent of building a series of branch lines across the prairies. The approving legislation was passed in July over protests from Conservatives that some of the proposed lines were too close to the CPR (Eagle 1989, 99-101).

The CPR began construction of a line from Yorkton through Saskatoon, and on to Wetaskiwin, Alberta. This line would connect at Yorkton with the old Manitoba and North Western line, and at Wetaskiwin with the Calgary and Alberta line. A line from Moose Jaw to Outlook was begun, along with one from Weyburn to Staughton, to connect with the Souris line (Eagle 1989, 101).

Indian Affairs Organization and Policies

The question of the lease on the Blood reserve came up on March 30 in the House. W.H. Bennett asked whether Peter Ryan and Charles Beck were connected with the lessees, McEwan Cattle Company of Brandon. Unlike the leases of the Department of the Interior, the Indian Department calculated costs per head of livestock rather than per acre. There were two existing grazing leases, one on the Blood reserve and another by the Mauncey Brothers of Macleod on the Peigan reserve, both effected in 1903. Bennett calculated that the rate per acre for the Blood reserve was 1¼ cents per acre, compared with 2 cents per acre paid through the Department of the Interior. Oliver denied knowing anything about the involvement of Ryan or Beck, and he defended the leases. He pointed out that if the number of Indian cattle grazing on the leased lands were included, the lessees were actually paying 2½ cents an acre (House of Commons, *Debates*, March 30, 1906, 956-59).

R.S. Lake protested the appointment of Liberal organizer P.J. Hamilton as a farming instructor on a reserve that had no cultivated land (House of Commons, *Debates*, March 30, 1906, 1243-44).

Departmental Circulars (from J.D. McLean)

- Agents are asked to report the influence of white men on reserves, whether they are married to Indian women, permanently or temporarily, the number of dependants, and the effect on morality.
- The Department will buy beef from Indians at 4¾ cents per pound for cows and 4½ cents per pound for oxen, with ¼ cent per pound added for the bull fund.
- The rate has increased to 6 cents per pound for fat cows and steers, to be paid to self-supporting Indians, and all others to be paid 5 cents per pound.
- How seed grain should be handled.
- Collections of $2 per animal for the bull fund should always be made, regardless of why they were sold or to whom.

- All cash received should be listed under "Dr" and itemized; all expenditures should be under the "Cr" heading, with full information about the purchase.
- All destitute Indians are to be supported, if their relations cannot do so, but with the strictest economy kept in mind (NA, RG 10, vol. 3086, file 279222-1).

Patronage

Calgary

- William Service (blacksmith) for Blackfoot reserve (NA, RG 10, vol. 11127, letter of McLean to Agent, March 1906). He had previously been recommended as a farming instructor at Blackfoot in 1901 by J.A. Smart.

Surrender Demands

William Staples, MP, raised the question in the House of Commons of the demand by the settlers for the opening of the Swan Lake district. Oliver responded that he would get as much of the reserve as he could (House of Commons, *Debates*, April 5, 1906, 1246-47).

Inspector Marlatt of Lake Manitoba proposed the surrender of a townsite at The Pas Mission reserve following expropriation of a CNOR right of way and station grounds. He reported that several local people had already asked to buy land.

Oliver appointed Hector Howell as Commissioner to look into the St Peter's land claims, and Howell became an ardent advocate of surrender just at the time the land prices in Selkirk, adjacent to the reserve, were booming.

John Herron, MP, asked in the House about a surrender at Peigan for a townsite (House of Commons, *Debates*, June 1906).

Surrender Practice

The *Indian Act* amendments in 1906, with the exception of the change in June (see below), contained few changes relevant to surrender practice. In particular, the affidavit must in future be sworn by "some of the chiefs or principal men" rather than "some one of the chiefs or principal men."

Bill 194 was introduced by Frank Oliver in June 1906 as an amendment to the *Indian Act*. The bill, passed at the end of July, allowed for an increase in the amount of money paid as equity to a band at the time of surrender, or, in some cases, after surrender. The original limit of 10 per cent was raised to 50 per cent, and Oliver argued that this amount would be more persuasive to those bands contemplating the decision. It would allow the official taking the surrender more latitude in making arrangements.

Excerpts from the *Debates* in the House of Commons on June 15, 1906, are as follows:

> Mr Oliver: Some weeks ago, when the House was considering the estimates of the Indian Department, it was brought to the attention of the House by several members, especially from the Northwest, that there was a great and pressing need of effort being made to secure the utilization of the large area of land held by Indians in their reserves without these reserves being of any value to the Indians and being a detriment to the settlers and to the prosperity and progress of the surrounding country. Several suggestions were made with the view of facilitating the object which seemed to be generally acceptable to the House and it seemed to me, in considering the matter, that one step that might be taken would be to provide for increasing this first payment to the Indians from ten per cent to as high as fifty per cent according to the judgement of the government in the matter and according to the case as it might be. . . . I have had some figures prepared which show that in the province of Manitoba the Indian population is 6,870 and that the area of reserves is 326,013 acres. The Indians are entitled, under the treaty, to 160 acres to each family of five, but, taking the Indian population and the area of the reserves, there is to-day held in Manitoba a surplus of 106,073 acres over and above what was recognized in Manitoba as their treaty right. That amounts to one-third of the area to which they are properly entitled. Of course, the Indian Department or the government have no right or authority to interfere with their holding, although it is in excess of the amount contemplated by treaty. The only way they can be induced to release their holding is by purchase, as they are proprietors in every sense. In Saskatchewan and Alberta there is an Indian population of 14,020 and the acreage of the reserves is 2,619,154. In the Norwest the Indians, under the treaty, are entitled to 540 acres to each family of five. But, on that calculation, there is left a surplus of 824,954 acres in Saskatchewan and Alberta over and above the treaty allowance of 640 acres to each Indian family of five. If the Indian treaty in the Northwest was on the same basis as that of Manitoba – that is 160 acres to each family of five – the surplus in the Northwest would be 2,171,114 acres. That is to say that the Indians in Saskatchewan and Alberta are holding to-day 2,171,114 acres over above 160 acres to each family of five. The present conditions, when land is in demand, when towns are building up in many cases in close proximity to these reserves is certainly one which demands attention, and the purpose of this Bill is that it shall be given attention. I may say that some effort has been made to deal with Indians in regard to their lands recently. [Cites surrenders at Cote, Grizzly Bear's Head/Lean Man, and Pasqua.]

Mr Blain: How did the Indians become possessors of such large quantity of land in excess of what they are entitled to?

Mr Oliver: It was a part of the treaty with the Indians that they should have as I said 640 acres to each family of five, in the provinces of Saskatchewan and Alberta; at that time land was of very little consideration and it was very desirable to get the treaty made with the Indians. There was no means of finding out accurately what the number of the Indians was. A great deal was taken for granted. The band was estimated to contain so many souls and the land was selected accordingly and once that land was set apart for that band it did not matter how much . . . it was the absolute sacred right of the Indians to that land . . . Of course there have been a good many cases of a decrease in the Indian population, after the reserves were set apart and of course this makes the disparity between the people and the land just that much greater.

Mr Sam Hughes: I think the sooner these Indian bands on the reserves are broken up and distributed among the white people the better. There are vast areas of land held as Indian reserves all over that country, and not one acre in a thousand is utilized by them even for pasture, though the Indian reserves are invariably the best lands. I certainly would agree that with the proposition that these areas should be sold at the present time and opened up for settlement, so that some body can utilize them. I am satisfied that the only way Indians can be civilized is to induce them to take up their own farms on the reserves and let the white people settle around them. Any one who knows the Indians of the Northwest knows that the Indian on the reserve is of no use.

Mr R.S. Lake: I suppose that in the majority of cases at present the Indians are not cultivating one twentieth part of the land in their reserves. In one reserve that I have in mind, enough land could be retained to give ample room for all the Indians on that reserve, and still enough could be sold to realize a sum which would enable the government to provide such a band of Indians with the necessaries of life for all time to come, quite apart from what they would raise on their farms. I believe that the government will be perfectly right in taking steps to sell the lands south of Sintaluta and Pasqua's reserve. In both cases the land became of value by reason of the settlements which had come in. It is not fair to the settlements that there should be areas of land adjoining it not subject to taxation – because of course, so long as the title remains in the Crown it cannot be taxed – in which no public works are being carried out and which are a drawback to the whole settlement. Another point is that I think it is advisable, so far as possible, to encourage the Indians to get smaller farms and to place them more in the midst of the white population. In that way, they would be much more amenable to civilizing influences. So long as they are isolated on large reserves, only a small portion of which they bring into cultivation, the more difficulty will be experienced in bringing them into accord with civilized life. One point I would emphasize strongly is that, if the Indians relinquish a portion of their lands, those lands should be put up for auction. There should be an upset price as suggested by the

> Minister of the Interior. But the great point is that the fullest publicity should be given to the sale.
>
> Mr R.L. Borden: The minister will realize that it is important that we should know that, inasmuch as he proposes to increase from ten to fifty per cent the proportion that is to be handed over to them. Is it the experience that the moneys thus handed over are used for wise and useful purposes, or are they squandered? If they are foolishly expended in many or in most cases, it might be a matter for consideration, how far the government should go in undertaking to hand over to any band of Indians so large a proportion as fifty per cent of what is, after all, a trust fund.
>
> Mr Oliver: The system adopted is not to hand over the money to the Indians at all, but to decide, after consultation with the band, what is the principal requirement of the band in the way, for instance, of machinery, or horses, or something that will be of advantage to them. It is a matter of arrangement between the band and the department at the time the surrender takes place. . . .That meant we were only authorized to hand over fifty per cent of the proceeds to the band. We do not hand it over in cash, but in the form of buildings, improvements in machinery, something that will improve the condition of the Indians, not by placing cash in their hands to expend in any way they please.

Secretary McLean wrote to Commissioner Laird on July 26, 1906:

> In connection with the preparation of your estimates for 1907-8, I beg to inform you that those bands which have surrendered lands and consequently have funds at their credit sufficient to supply their needs should not be provided for in the Estimates beyond the provision called for by Treaty stipulations. . . . Indians having funds of this nature at their credit should not any longer be a charge upon the country. Their interest moneys should be used to supply their wants. This ruling applies to all bands which have sufficient interest monies at their credit, and the fact should not be lost sight of when the estimates are being drafted.

The letter then listed bands that might be thought of as self-sufficient: White Bear, Yellow Quill, Cumberland and James Smith, W. Watt's band, Enoch, Paul, and Michel (NA, RG 10, vol. 3086, file 279222-1).

The Michel surrender taken in 1906 was negotiated by Inspector Markle, with the help of Edmonton Agent James Gibbons. Markle took the surrender on June 22, just before legislation was passed that amended the *Indian Act* to allow for a 50 per cent distribution of the sales proceeds to the band. Markle's offers of additional agricultural assistance overturned a vote earlier in the month which had opposed a surrender, on the grounds that the Department had not sufficiently accounted for the proceeds from the 1903 surrender, in spite of the fact that the Band had asked for a surrender to get agricultural outfits. Little information is available about the meeting, the negotiations, or the level of consent. The surrender document, with handwritten additions in both Markle's and another person's (probably the agent's) handwriting, suggests a negotiation of terms and includes an itemized list of livestock and implements to be purchased from capital. Changes in the terms are initialled by the Chief.

The Pas Band townsite surrender followed on August 21, 1906. Inspector Marlatt proposed a townsite surrender to adjoin the planned CNOR station grounds. The proposal followed the realization that the Department had authorized CNOR to run a line across the reserve and to set up station grounds, without ever having seen the plans. Marlatt set up the terms of the surrender in consultation with Commissioner Laird, before taking them to the Band. Marlatt received authorization to take the surrender, and to offer an advance, ostensibly for removing buildings from the proposed townsite. The surrender document also included a deed of land to the Chief, and it named certain individuals or firms who were to be allowed to buy lots as well as the price of purchase. There is no information on meetings, negotiations with the Band, or level of consent. Marlatt said that he took the surrender under opposition and had to make personal promises to look after terms and implementation. The surrender agreement was modified a few years later to match the promises Marlatt had made at the time of negotiation.

A surrender was taken of the Pasqua reserve in Saskatchewan in June after repeated votes. The plans for passing the Regina-Melville branch of the GTP through the reserve had produced added outside demand. The Pasqua surrender seems to have been the first instance where William Graham used his formula of terms: one-twentieth distribution at the time of surrender, one-twentieth after sale, funding of moneys for children 12-18 (to be given to them when they became adults), and compensation for buildings and improvements. In the course of working out the terms for taking this surrender, Graham checked on some departmental policies. He was told that the proceeds should be funded for annual interest distributions and that the positive vote of the chief was not necessary if the majority voted in favour. After the surrender, Graham was chastised for not taking more land as he had previously proposed. It was noted that with the new amendment to the law allowing a larger distribution, it should not be difficult to go back and take more land (NA, RG 10, vol. 3994, file 195,126/2, memo of McLean to Oliver, June 30, 1906).

There were also surrenders in Manitoba at Keeseekoowenin IR 61 and at Waywayseecappo. In Alberta, there was a surrender at Wabanum (White Whale Lake) for the Paul Band in 1905.

Surrender Sales

When Inspector Marlatt took a surrender at The Pas in August, his letter accompanying the completed surrender recommended a three-payment schedule and 6 per cent interest on townsite sales; this recommendation contravened the existing regulations and may or may not have been discussed with the Band as a condition of sale.

On March 30, 1906, a debate took place in the House of Commons between W.H. Bennett and Frank Oliver over a sale of Indian land in northern Ontario. Bennett asked whether the Indians had independent legal advice, and Oliver replied they did not, since the officials of the Department were responsible for the "Indian side of the transaction." Bennett challenged the fact that the company which bought the land was paying 5 per cent interest on instalments whereas the Indians were getting 3 per cent. Why were they not getting the 5 per cent on unpaid principal? Oliver said this rate was fair because it applied to all Indians, not just that Band, and that the 5 per cent went into the capital funds from which the interest was drawn (House of Commons, *Debates*, March 30, 1906, 943-46).

R.S. Lake raised the question in the House on the opening of reserves. The sales of land on Carry the Kettle, Grizzly Bear's Head/Lean Man, Alexander's, and Cote were referred to (House of Commons, *Debates*, 1906, 331).

In February the lands from the Carry the Kettle surrender were put up for auction at Sintaluta. The Order in Council accepting the surrender did not authorize an exemption from the land sales regulations, yet the lands were sold at 5 per cent on instalments. The attendance was very poor and the land went to speculators, including Sam Clarke of Cobourg, Ontario, a major purchaser of Indian lands. The other purchasers had Brandon/Winnipeg connections, and one family, the Mathesons, were Liberals and known to Sifton through party matters. The lands were sold at or near the upset values, which ranged from $4 to 8 per acre.

An Order in Council of March 21, 1906, amended the Land Regulations of 1888 to allow purchasers who had acquired less than the maximum amount of land permitted under the regulations to acquire the remaining quantity from any available lands situated within a two-mile radius of the land first acquired, provided that two or more parcels subsequently acquired were side by side (NA, RG 2, vol. 905, file 1358 D/3).

The first auction of the Grizzly Bear's Head/Lean Man lands was held in June 1906 in Battleford. An internal recommendation that the land be sold by tender was rejected and the land was sold at auction, over a span of four years. By the time of this and subsequent sales, the distribution list used by the Department for advertising sales was extensive. The planning for this auction was badly organized, however, and attendance was small. The auction was conducted by S.S. Simpson, a former employee of the Department of the Interior and the Indian Department who had recently become a realtor. Simpson and his associates were purchasers of land, as was E.H. White, son of William J. White of the Interior Department. Wilbur Bennett of Omaha acquired much of the land on subsequent assignment, and Agent Day's wife also acquired land. The average sale price was $4 per acre, just beyond the valuation prices.

In October the lands from the 1905 Alexander surrender were put up for sale by auction. At Oliver's request, the sale was exempted from the land regulations. The lands sold at an average of $6 per acre. Most of the purchases were made by four land speculators, including Joseph R. Miller, the major purchaser at the Pasqua land sales, which were also held in October 1906.

The Pasqua sale was held on October 17. Graham complained after the fact that the upset prices were too high and that the Department should not have held to them. He had been instructed on October 3 by McLean to use the upset prices as reserve prices. If they could not be obtained, he was instructed to use the estimated $8 per acre price specified in the surrender as a minimum. Also, he claimed, there was insufficient local advertising. Joseph R. Miller obtained a large quantity of land there, as did other outside speculators, but the proposed GTP line kept prices high, at an average of $13.41 per acre (NA, RG 10, vol. 3994, file 195126/1).

In November 1906, Inspector Graham suggested, in reference to the Pasqua sales, that the land might sell better at auction if the terms of sale were changed from one-fifth down (five instalments), at 6 per cent, to one-tenth down (10 instalments), at 5 per cent. This policy had been employed with the Gamblers sales in 1900, in accord with provincial policy, and was changed in 1906 to accord with the terms of school lands sales. This change was made by Order in Council in December 1906. Interest was still charged on instalments rather than on the unpaid balance. The change was applicable only in the three Prairie Provinces (NA, RG 10, vol. 3994, file 195126/2, Graham to McLean, November 17, 1906; vol. 1127, Frank Oliver to Governor General in Council, December 18, 1906).

The Michel 1906 surrender lands, and the unsold lands from the surrender in 1903, were put up for auction on December 5. The eastern lands went for $12.93 per acre on average, and the western lands went for an average of $8.47 per acre. The minimum price for the eastern lands, surrendered in 1906, was $10 per acre. While there were some local buyers, two speculators purchased the greatest amount of land: Christopher Fahrni and F.W. Grant. Both these men had difficulty paying for the land, and Fahrni's sales were cancelled in 1910. They were quickly reinstated when he had an opportunity to sell to J.J. Anderson, Frank Oliver's son-in-law. Oliver acquired title to some of these lands after he left office as Minister of the Interior.

The Cote 1905 surrender lands were put up for auction in December in spite of Graham's objections that this was a poor time for sales. The land sales were exempted from the land regulations by Order in Council and sold at 5 per cent interest. Graham also thought the upset prices were too high; only a fraction of the land sold, but it at least matched or exceeded the upset or reserve price of $12 per acre on average. The auctioneer was given explicit instructions not to release upset prices in advance. However, a distribution list of 57 individuals and companies received notice of sale.

THE YEAR 1907

Western Development

In 1907-08 there was a recession in the national economy and a slump in grain and land prices. The number of homestead entries diminished from 30,819 in 1906 to 21,647 in 1907, though they rose again after 1907 (Morton 1938, 128). The largest number of homesteads continued to be taken by Americans, followed by Canadians and British, then Galicians, Scandinavians, and Russians. Hudson's Bay Company sales dropped, but the value per acre on average rose to $10.73. CPR land sales decreased also, and the price averaged $5.66 per acre. Qu'Appelle, Saskatchewan, and Long Lake

Railway lands sold in Saskatchewan at $12.41 per acre; Calgary and Edmonton Railway lands sold in Alberta at $5.81 per acre. CNOR lands sold at an average of $5.90 per acre and the volume of its sales was still rising (Martin 1938, 306-07).

School lands sold in Manitoba at an average of $10.35 per acre; in Saskatchewan, at $18.96 per acre; and in Alberta, at $14.38 per acre. With the exception of Manitoba, the volume of sales was small (Martin 1938, 341-43). Later, Oliver estimated that the average price per acre of land sales in the prairies in 1907 was $6.02 (House of Commons, *Debates*, April 14, 1915).

The Canadian Prairie Land Company sold land at $9.50 per acre, having bought it in 1905 at $3 per acre. Interest rates were 6 per cent.

Land in the belt between Regina and Saskatoon was selling at $7.50 to $12 per acre, according to OCPC 1573/1907 (NA, RG 15, vol. 1016, file 1583000/1).

Railways

The Grand Trunk Pacific contracted to build from Winnipeg to Portage, and from Touchwood to Edmonton, cutting just north of Saskatoon. It also built a line into Saskatoon, to link that city with its route (Eagle 1989, 100).

The CPR began a line from Regina to Saskatoon and built a railway over the river in Saskatoon to bring its line into the centre of Saskatoon (Eagle 1989, 101).

Indian Affairs Organization and Policies

Departmental Circulars (signed by J..D. McLean)

- Agents should not spend beyond their allotments, or move funds, without permission; purchases should be confined to the patronage lists.
- All outstanding accounts should be paid by year end, and not out of the following year's appropriations.
- Farming instructors should quit making trips to town unless on official business.
- On June 20, Inspector Graham is reminded by McLean to let the Commissioner's Office know of staff changes.

- No lawyers are to be retained without permission from the Department of Justice (NA, RG 10, vol. 3086, file 279222-1).

Depositions

- Chief, Cote, on May 11 (NA, RG 10, vol. 1127, memo of May 11, 1907).
- Headman, Valley River, intemperance (OCPC 1167/1909).

Surrender Demands

On April 20, 1907, the question of a surrender of the Blood reserve was posed (House of Commons, *Debates*, April 20, 1907, 7280).

In February, a canneries company approached Commissioner Laird about obtaining a section of land on the Blackfoot reserve for its operations. It clearly expected that the land could be sold at $5 per acre, without a surrender. Laird endorsed the proposal, but Markle said he doubted that the Indians would agree, and that the value of lands in that area was more like $15 to $20 per acre.

On January 23, 1907, W.M. Alexander of Calgary, of the Builder's Supply and Construction Co. and also president of Rocky Mountains Cement Co., asked Sifton to push for a surrender of some land at Horseshoe Falls on the Stony reserve for hydro development. Alexander, backed by a "syndicate from Montreal," offered to pay the Indians for the land so he could obtain a franchise to supply power. There was mention of a struggle with R.B. Bennett and J.A Lougheed, who already held a franchise, but the nature of the request is somewhat obscure. Sifton, however, replied that he would approach Pedley about the surrender: "Whatever I can do to assist you, will be cheerfully done." On December 11, Sifton wrote again, saying he had spoken with Oliver about the water power matters. "There will be no objection raised on the part of the department. It will be a question simply of getting a surrender from the Indians. The Deputy has been authorized to proceed on these lines" (NA, Sifton Papers, MG 27, II D 15, vol. 296).

The Battleford area press reported in 1907 that the Moosomin and Thunderchild reserves might be surrendered, and this announcement prompted a flurry of inquiries. Liberal MP George McCraney met with Pedley to discuss a proposal for a surrender.

Surrender Practice

Inspector Graham went to the Crooked Lakes of the Qu'Appelle Valley, Saskatchewan, to take a surrender in early 1907, after years of demand by local settlers and discussions with the bands. In meetings held with departmental officials in 1902 and 1904, there had been opposition to surrender. When Graham met with the bands in June 1906 they were still opposed, although he felt that he could have taken the surrender if he had had cash on hand, as he had at Pasqua. He hoped that word of the Pasqua surrender and cash settlement would serve as an incentive here. Graham recommended one-tenth advance and quiet negotiations, so as to avoid the depredations of outsiders. He estimated the land to be worth $8 to $11 per acre. After setting the terms in advance, Graham had repeated meetings with the bands in January 1907, resulting in surrenders taken at Cowessess and Kahkewistahaw. Ochapowace refused. At Cowessess, 15 voted in favour, and 14 opposed the surrender. Although there are skeletal minutes of the meeting, the tenor of negotiations is not known. Graham did promise a larger down payment than he had authorization for, and he had to delay some of the payments until this authorization came through. The terms included an advance payment, compensation to owners of improvements and buildings, and funding of moneys for children aged 12 to 18. This was to be Graham's standard package of terms.

Graham took a third surrender at Cote in 1907 on his own instigation. He felt that the 1905 surrender should be overturned and a new surrender taken of land closer to the townsite of Kamsack. Graham asked for a 20 per cent cash distribution to the Band because the second payment on the 1905 surrender had not been made. He procured a vote on June 20 of 26 in favour to 5 against a surrender (out of approximately 52 voters). Little is known about the meeting or the negotiations. The terms were much the same as those at Cowessess.

Inspector Graham and the Reverend John McDougall were involved in the Fishing Lake surrender in the summer of 1907. As with the Crooked Lakes Bands, Graham met the Fishing Lake people in June 1906 and asserted that, if he had had the money, he could have taken a surrender then. McDougall arranged to meet with the Band at treaty payment time and found members were concerned about the rights that the Nut Lake or Kiniston people had to share in the surrender. The terms he had taken were similar to those recently employed by Graham at Pasqua.

In 1907, Graham was asked to obtain agreements from all three bands (Nut Lake, Kiniston, and Fishing Lake) pertaining to the formal separation among them. After cutting the Commissioner's Office out of the process, Graham obtained the agreements and the surrenders. In a later memoir (1991), he was to describe the surrender meeting and some of the concerns raised by the people, but few of them pertained to the surrender. There were at least two days of deliberations prior to the surrender. In this case, Graham issued per capita payments, then asked for some of the money back to pay for farm implements and rations. There is little evidence of who voted, in relation to the membership; there was no recognized chief. The terms included compensation for improvements and buildings, and advertising and sale of land by public auction.

A controversial surrender was taken of the St Peter's IR 1 near Selkirk, Manitoba. Hector Howell, the head of the government team, had repeated meetings with the Band and the council. Howell had been empowered by Frank Oliver to settle claims for St Peter's, and his primary approach to the complex river lots issues was to obtain a surrender of the entire reserve. He was assisted by Oliver, with whom he negotiated a set of terms in early 1907, by Frank Pedley, who actually took the surrender, by the agent and inspector, by the government-appointed band solicitor (Sifton's cousin), and by several local men with business or speculative interest in the land. A number of issues would plague the surrender and its aftermath and garner public attention and debate: repeated meetings and persuasion, the use of bribery, lack of clear explanation of the surrender, unconventional voting methods, the involvement of the businessmen (most of them Liberals), and the outcome of river lot and reserve sales. Over a period of years, the St Peter's people moved on to a new reserve at Peguis.

In preliminary discussions with Swan Lake, Manitoba, the Band suggested a minimum sales price of $22 per acre, given local prices; the government negotiator, McDougall, suggested $10.

A surrender was also taken of IR 73A at Leech Lake near Yorkton from the Little Bone Band in Saskatchewan. The reserve of 10.9 square miles had been surveyed in 1884 by John Nelson for Little Bone, half-brother of Cowessess. In 1887, the Band had become informally attached to Sakimay, and most, but not all, of the band members were living at Sakimay. In March 1907, Accountant D.C. Scott wrote an internal memo to Pedley with information about the Band, recommending that Graham be authorized to take a surrender from the former Little Bone members living at Sakimay. An amalgamation would take place at the same time, thus ensuring that Sakimay would benefit from the proceeds of sale. Graham agreed with the request and said he would not ask for an advance for a cash distribution because he hoped he could take the surrender without it; if not, he would request cash later. It appears that Graham went first to Sakimay to take the amalgamation. When he explained the need for an amalgamation, he stated that the Band would receive the proceeds of the sale of the Leech Lake reserve, even though there was as yet no agreement to surrender. While at Leech Lake, and before going on to Fishing Lake to take a surrender, Graham found four men whom he deemed to be eligible for vote as former Little Bone Band members. He took three of them with him to Leech Lake, where he met with them and the two men still resident at Leech Lake. By Graham's account, five men were present at the meeting in July; the three men living at Sakimay voted for the surrender, and the two men living at Leech Lake opposed it, refusing to sign. They would later allege that the three men who came in from Sakimay had no right to vote in the surrender of land because they no longer had any interest in it. Peter Hourie was present as interpreter, and the Indian Agent was a witness. No cash was distributed at the time, but later in the summer Graham returned to Sakimay and paid each former member $40. When called upon in 1926 to explain the surrender, under charges from the Leech Lake men that it was not properly taken, Graham said that he had spent many hours explaining the surrender and had taken a proper vote.

The two men and their families who lived at Leech Lake declined the money and continued to oppose the surrender, refusing to move off the reserve. These two families were allowed to retain some of the land, and only a third of it sold at auction in 1909. In 1918, local residents asked on their behalf that they be allowed to keep their holdings as a reserve; the 19 people remaining at Leech Lake were largely destitute. In 1921, the RCMP forcibly removed them to Sakimay and burned their houses on the reserve. Commissioner Graham endorsed this solution. They returned and took up residence on about 1000 acres of land at Leech Lake which remained as reserve land; they made their living selling hay and wood. Eventually, in 1962, the remaining reserve lands at Leech Lake were put under the control of Sakimay and became IR 74C; there was also an exchange of land with the province in 1961.

In Alberta, a surrender was taken from Chiniki, on the Stony Reserve, by Agent J. Fleetham. In 1911, the Band sent a complaint with the delegation to Ottawa, stating that Graham had told them that, if they did not agree to the surrender, the land would be taken from them anyway.

McDougall, in a meeting with Swan Lake in 1907, made a proposal similar to that used at Muscowpetung in 1909.

Surrender Sales

Joseph Armstrong, MP, asked in the House of Commons in 1906 for information about land sales and, on April 20, 1907, he called attention to the fact that the Department had sold 500,000 acres, without benefit of tender or auction, at low prices of 10 and 20 cents an acre. He urged that all lands be sold at auction (House of Commons, *Debates*, April 20, 1907, 7282).

THE YEAR 1908

Western Development

In 1908 the Department of the Interior ended its railway land grant system and required the railways to select their remaining grants so that the rest of the dominion lands could be offered for sale. In a revision to the *Dominion Lands Act* of 1908, the government also revived the pre-emption policy, on the realization that dry farming required a minimum of 320 rather than 160 acres. These pre-emptions were offered at the rate of $3 per acre and were limited to lands in the semi-arid areas that had not been chosen by the railway companies (see Lambrecht 1991, 24-26).

Hudson's Bay Company lands sold at an average price of $12.61 per acre; CPR lands sold on average at $8.97 per acre. Qu'Appelle, Long Lake, and Saskatchewan Railway lands sold in Saskatchewan at $12.25 per acre. Calgary and Edmonton Railway lands sold at $8.79 per acre on average, and CNOR lands sold at $8.68 per acre. Sales volumes were very low across the board (Martin 1938, 306-07).

School lands sold in Manitoba at an average of $12.76 per acre; in Saskatchewan, at $11.71 per acre; and in Alberta, at $10.94 per acre. The number of sales in Manitoba and Saskatchewan was low because of poor harvests (Martin 1938, 341-43).

Later, Oliver estimated the average price per acre sold on the prairies in 1908 to have been $8.80 (House of Commons, *Debates*, April 14, 1915).

The Canada Saskatchewan Land Company attained control of the 493,000-acre block of indemnity lands of the Qu'Appelle, Long Lake, and Saskatchewan Railway, now under CNOR control.

At the same time, the railway company denied that it knew that Sifton had increased the reserve lands of the company when it sold rights to these lands to the Saskatchewan Valley Land Company in October 1902. E.B. Osler, MP for West Toronto, said in the House that he was not aware when he sold some lands belonging to the Regina, Long Lake, and Saskatchewan Railway Company to the Saskatchewan Valley Land Company that the value of the lands had increased because of a federal order in council increasing the area of the lands to be sold by the company. J.G. Turiff answered by saying that Sifton had twice written to Osler's solicitors informing him that additional land had been set apart (House of Commons, *Debates*, July 15, 1908, 13136).

Railways

In 1908, CNOR began its branch line program across the West, linking the various small centres. Funding came from investors in Great Britain and Europe who bought the bond issues. Construction began on a branch line from Brandon to Regina. The company had already absorbed a short line built from Brandon to Portage in 1905 (Regehr 1976, 207).

The CPR also launched a more extensive branch line project, but it was soon cut back because of the recession of 1907-08. An extension from Moose Jaw to Lacombe, Alberta, was approved (Eagle 1989, 102).

The Grand Trunk Pacific built a line from Edmonton to Wolf Creek.

Indian Department Organization and Policies

The entire Indian expenditure in 1907-08 was $1,250,000, of which $200,000 was spent in the management of Indian Affairs in Manitoba and the Northwest. Except for one or two bands, most Indians were not self-sustaining (House of Commons, *Debates*, July 11, 1908, 12738).

The issue of the Blood lease was raised again on July 11. Oliver was attacked on several issues. The Indian Agent, James Wilson, who negotiated the 1903 lease, then left to become an employee of McEwan Cattle, a grazing company. It was also alleged that Inspector Wadsworth was secretly working on behalf of the company at the time of the lease and that he falsely represented his interests to the Indians, who were now dissatisfied because the company was not providing the improvements it had promised. The Commissioner's Office was upset because it had not been notified of the lease, but was receiving the complaints. In addition, Peter Ryan and Charles Beck were laying suit against James T. Gordon, William Fares, Gordon Ironsides, Robert Ironsides, Charles Millar, and Walter McKeown over non-payment of their 40 per cent share of profits. R.S. Lake, MP, also charged that when the lease was made, higher offers were on the table, and that correspondence from Oliver at the time was in favour of local Mormons over outsiders (House of Commons, *Debates*, July 11, 1908, 12743-46). Gordon, Ironsides, and Fares were cattle exporters out of Winnipeg.

When the Ferguson Commission released its report, the issue came up in the House again, on April 14, 1915. In this debate about the contents of the report, the information was put on the table that A.C. Bedford-Jones obtained a 6 per cent interest in the lease through Peter Ryan, a prominent Liberal, and that it was held in trust for, and eventually turned over to, Frank Pedley, in payment of a debt owed to Pedley by Ryan. Pedley would have been the Deputy Superintendent General at the time the lease was taken (House of Commons, *Debates*, April 14, 1915, 2560).

Departmental Circulars (signed by J.D. McLean)

- Assistant Commissioner McKenna wrote to McLean on February 20 saying that Inspector Graham and his staff were not notifying him of staff leaves and the like.
- Officers of the Department may act as informers and collect half the fines.
- The agent must ensure that the aged and infirm are looked after.
- No departmental reports can be given to outsiders without permission (NA, RG 10, vol. 3086, file 279222-1).

Depositions

- Headman, White Bear (OCPC 1840/1908).

Surrender Demands

In the House, 1908, for the Blood and Sarcee reserves.

In the House, 1908, for the sale of Crooked Lakes lands.

In the House, 1908, for the Swan Lake reserve.

In the House, 1908, for Muskoday.

E.L. Cash, MP, asked about a possible surrender at the Key.

Some members of the Muscowpetung Band suggesting selling some land at $25 per acre, a sum they believed adjoining farm land was commanding.

Surrender Practice

In reference to a question about repeated failed efforts to take a surrender at Sarcee, Oliver said:

> The lands are absolutely the property of the Indians, so that we cannot take them except with their consent. We have made every offer in reason, but this particular tribe has been known from time immemorial as the most intractable on the plains. We are not relaxing our efforts, but my hon. friend will perhaps agree that with Indians, as in the case of white people, if they have something you want, the more they know you want it, the more they are likely not to let you have it. In negotiating with them, it is not good policy to keep continually urging them to make the surrender. It is better to make a liberal offer, and if it be not accepted, cease all efforts for the time. If you keep continually urging on them to surrender their lands after they have made a refusal, they will get an entirely exaggerated idea of their value, and it may become absolutely impossible to negotiate with them. (House of Commons, *Debates*, July 11, 1908, 12751)

Part of Swan Lake IR 7 in Manitoba was surrendered, as was all the adjunct reserve, IR 7A, at Tramping Lake, Saskatchewan. The Reverend John McDougall began to negotiate in 1907, encountering distrust and opposition. The Band was more open to the idea of selling Tramping Lake, which it had not used, provided it got the moneys on a per capita basis, based on minimal sales of $22 per acre. McDougall then worked through the farming instructor to have the Band submit a subsequent proposal for a surrender of part of IR 7 and all of IR 7A, with $10 per acre minimum sales and one-third paid per capita. When the surrender was taken January 28, 1908, Inspector Swinford took it, with Robert Logan as witness, and it contained the terms in the band proposal. It is not clear what happened at the meeting or who voted. According to the Band, McDougall promised that the sacred dances would be permitted as a result of the surrender.

Commissioner Laird took his third surrender in August at Thunderchild, in the Battleford Agency, assisted by Agent George Day. The proposal for surrender had originally been negotiated by Father Delmas; like McDougall, Delmas had the Band submit a petition for a surrender, with the terms he had already negotiated with them. The surrender itself was taken after repeated meetings within a few days, with the active persuasion of the local missionary and with cash on the table. Chief Thunderchild was himself the tie breaker. With this surrender, the Band gave up its entire reserve and was moved to its present location north of the original site. It was to buy its new reserve with the proceeds from the sale. This particular variation was unprecedented in the West but was to be repeated with Moosomin a year later.

There was a second surrender at Enoch on May 13. Fourteen voters approved the surrender of 10 sections, and 12 opposed, according to Inspector J.A. Markle, who took the surrender. In the terms of the surrender, the land was to be sold at a minimum value of $16 per acre, and money was to be spent on implements, buildings, and livestock; annual interest on remaining capital was to be distributed in the form of rations (NA, RG 10, vol. 3563, file 82/14). As in the Peigan surrender a year later, Markle used a voting poll procedure in the surrender.

The Department of Justice, in the person of Deputy Minister Newcombe, ruled in January 1908 that, in spite of the wording of the affidavit that "the chiefs and principal men" should certify the surrender, the section was only directory and the signature of one principal man was enough (NA, RG 13, A 3, vol. 143, p. 191, memo of January 10, 1908).

Surrender Sales

On March 9, 1908, Oliver said in the House, in response to a question from Mr Armstrong, that from 1896 to March 1907, 620,434 acres of reserve lands were sold, realizing $1,525,567. This price made an average of just under $2.50 an acre (House of Commons, *Debates*, March 9, 1908, 4586).

On April 16, Order in Council 852/1908 was passed to amend the Land Regulations. Instead of 6 per cent interest being charged on each instalment of purchase money as it fell due, interest of 5 per cent would be charged on sales made after May 1, 1908, on the unpaid balance of the purchase money. Since December 1906, the interest rate for sales in the Prairie Provinces had already been reduced to 5 per cent, to be collected on instalments.

In response to a question about how the Swan Lake reserve lands would be sold, should a surrender be taken, Oliver said that the policy of the Department was to advertise a month or two before the sale in the leading papers of the "capital" and in local papers. R.S. Lake of Qu'Appelle recommended changes in the advertisements. He had noted that advertisements were placed only in papers on the patronage list, and this restriction prevented sufficient local advertising. The Pasqua sale had been poorly advertised, as Inspector Graham admitted. The same was true of the Moose Mountain lands. Notice of the sale appeared in the paper closest to the site, the *Moosomin Spectator*, on November 17, for a November 15 sale by tender that required tenders to be sent to Ottawa (House of Commons, *Debates*, July 11, 1908, 12730-31).

W.H. Bennett questioned the auctioning of timber limits. The usual fee for auctioneers was $100 per day, yet the auctioneers at Indian timber [and land] sales were getting $200 per day. These costs were paid out of the 10 per cent management fees. Peter Ryan was one of the auctioneers who were getting percentages that yielded far in excess of usual fees (House of Commons, *Debates*, July 11, 1908, 12731-33).

Joseph Armstrong again pointed out on July 11 that some 650,000 acres had been sold and had brought in only $15,000 in revenue, a very low average price. Of this acreage, 500,000 acres had been sold privately at upset prices. Armstrong alleged that the Indians were being cheated and that he had received letters from numbers of prominent citizens asking that lands be put at auction. Oliver replied that much of this land was not worth more than that (House of Commons, *Debates*, July 11, 1908, 12748-50).

On July 15 the MP for West Algoma, A.C. Boyce, described in detail a transaction in Indian Lands to which Clifford Sifton and his friends were a party and from which Sifton may have benefited during the time he was Superintendent General of Indian Affairs:

> The first application for the surrendered Indian lands, in the Algoma district of Northern Ontario, came in 1899 from A.H. Gale, Oxford, England, c/o W.F. Wilson of Brandon. The following year Wilson himself applied for a lesser amount. Wilson and Gale were partners, and Wilson later asserted that they had been advised by Sifton to put the application through in Gale's, not Wilson's, name in the first instance.

> Wilson applied for the land on the condition that he harvest timber and put a saw mill on the property.
>
> The valuations were made by a friend of the purchaser, on Departmental approval, and were considerably less than true value, which was also known to the Department when the sale was made on the lower terms.
>
> The same valuator, the friend of the purchaser, was also asked by the purchaser to get a petition from local settlers in support of the application.
>
> The land was sold at 34 cents an acre, with rights for pine, spruce and minerals reserved.
>
> The conditions of sale required erecting a sawmill, employing Indian labour, and putting settlers on the land. After the sale the purchasers tried to get out of these conditions, on the basis that they interfered with profit, while at the same time negotiating a sale of the lands to an American firm under W. S. Johnson of Chicago.
>
> Soon after Sifton resigned, the purchaser put a great push on the Department to have patent issued. The sale to the Americans took place before patent was issued.
>
> Frank Oliver allowed the purchase to go through without interest being charged, since the purchasers did not have full use of the property. The full purchase price was not paid, in six years of delay, but patent was issued anyway.
>
> The resale of land to the Americans netted a profit of $91,812 over the $9017 paid to the Department for the lands. No timber was removed.
>
> The patent was issued in the name of Sifton's law partner, A.E. Philp, as well as two Liberal supporters from Brandon, W.F. Wilson and D.A. Reesor.

The Leader of the Opposition, Robert Borden, argued that the Department had clearly failed to act in the interests of the Indians for whom it is trustee. Had the land been sold at auction, the Indians could have realized much higher prices. Oliver defended the government against the charges by saying it could not be established that Sifton was involved with the original purchasers, nor that the land was worth more than it was sold for (House of Commons, *Debates*, July 15, 1908, 13095-138). Sifton would later write to Philp to say he had been out of the country when the scheme was concocted and had no idea why he was implicated (NA, Sifton Papers, MG 27, vol. 297).

In 1908, W.M. Alexander of Calgary, who had previously asked Sifton to get a surrender of land at Horseshoe Falls, Alberta, from the Stonies so he could get a franchise to build a power station, asked Sifton if he would put up $10,000 to pay the government for 1000 acres of land up for auction at Horseshoe Falls. Sifton replied on February 13, 1909, "I would not care to be mixed up in any purchase of Government or Indian lands" (NA, Sifton Papers, MG 27, vol. 297).

A sale of townsite lots at The Pas was made by auction in June; some of the unsold lots were sold by the Department on an individual basis, and others were returned to reserve status. One of the buyers was Herman Finger, who acquired land at other Indian land sales and who operated the Finger Lumber Company at The Pas.

A sale of Cote lands was held in Kamsack in June; the sale was administered by Inspector Graham. Not all the land sold, and Agent Blewett was authorized to sell the remainder. Sales averaged $10 per acre, hovering around the price estimated in the surrender. The sale was exempted from the Land Regulations. Herbert Awrey, the Department clerk who acquired lands from the Michel 1903 surrender, bought lands. Blewett did not purchase directly, but was part of the Kamsack Land Company, which acquired land through purchases by other directors, including the principal of the Crowstand School, the Reverend McWhinney. Dr E.L. Cash, who worked for the Department as a medical attendant, was not a purchaser, but he engineered some sales on behalf of his friends. Finger bought land here as well, giving his address as Port Arthur, Ontario.

The Crooked Lakes land sale was held in November 1908 at Broadview. By the time of this sale, the Department had started a policy of requiring buyers to place a $100 deposit, or the down payment, if less than $100, as a security to hold a sale. Sale prices at an average of $7.18 per acre were just above the upset value. A second sale in June 1910 disposed of the remainder of unsold lands, although some sales would later be cancelled and the land returned to reserve status. Four Department employees bought land: Matthew Millar, the agent; H. Cameron, the interpreter; Alice Tye, Inspector Graham's secretary; and clerk Herbert Awrey, who had previously purchased at two other sales. An American-based company, the Western Canada Colonization Company, also acquired lands at this sale. Finger bought land, as did Judge Brown of Moosomin, Saskatchewan, a Liberal.

A second sale of Grizzly Bear's Head/Lean Man lands was held in November 1908, and the sale in Battleford was poorly attended. The land sold to speculators.

The St Peter's auction was held in December. There was a good attendance, but poor bidding, as only 20 of 100 people attending bid on land. Much of the land went to speculators and sold at just over $5 per acre on average.

THE YEAR 1909

Western Development

With the recession of 1907-08 in abeyance, the price of grain began to rise in 1909 to $1.09 a bushel for no. 1 grade wheat, sold at Winnipeg. It would remain high for the next three years (Morton 1939, 125). Land values and the number of realtors and speculators also rose, particularly in the cities, led by Winnipeg.

Hudson's Bay Company lands sold at an average of $11.30 per acre. CPR lands sold at $13 per acre. Qu'Appelle, Long Lake, and Saskatchewan Railway lands in Saskatchewan sold at an average price of $13.75 per acre, and Calgary and Edmonton Railway lands in Alberta sold at about $10 per acre on average. The volume of sales was very low in this year, and would rise in 1910 and 1911 (Martin 1938, 306-07).

School lands sold in Manitoba at an average of $9.63 per acre; in Saskatchewan, at $15.95 per acre; and in Alberta, at $12.11 per acre (Martin 1938, 341-43).

Later, Oliver assessed the average price for land on the prairies during this year to have been $11.08 per acre (House of Commons, *Debates*, April 14, 1915).

The increasing congruence among the value of the school lands, HBC lands, and railway lands shows that demand was stabilizing and that homestead lands in the railway belt were, for the most part, occupied.

The Western Canada Colonization Company moved into Winnipeg from St Paul and began to buy, among other properties, Indian reserve lands in Saskatchewan.

Railways

CNOR began branch line construction from Saskatoon to Kindersley; the line reached as far as Rosetown in 1909 (Regehr 1976, 207).

The CPR concentrated on building small branch lines in Alberta.

The Grand Trunk Pacific Branch Lines Company began to build a line from Melville to Regina. By 1911 it would extend to Moose Jaw.

Indian Department Organization and Policies

An exchange between R.S. Lake and Frank Oliver on February 12, 1909, revealed some of the accounting practices in the Department:

> If an Indian makes an order from a merchant, and the money passes through the agent, then the government is obliged to make good the payment. If the Indian uses his own money, there are no protections for the merchants.
>
> The agent cannot take annuity money for the payment of debts, but can take money earned from sale of produce or wage labour.
>
> The agent cannot use money earmarked for per capita distributions from land sales to pay individual debts without the permission of the Indian. (House of Commons, *Debates*, February 12, 1909, 1002-04)

The issue of the purchase of cattle arose in the House on February 12. Mr Roche noted that Robert Logan, agent at Portage, was (according to the 1908 *Annual Report*) selling stock to the Department (House of Commons, *Debates*, February 12, 1909, 1006). He asked if it was true that Assistant Commissioner McKenna was about to be replaced by Samuel Jackson, ex-member for Selkirk. Oliver replied that the Commissioner's Office was going to be abolished and the staff employed elsewhere (House of Commons, *Debates*, February 12, 1909, 1016).

On January 5, 1909, Oliver sent a memorandum to the Governor General in Council requesting the closure of the Commissioner's Office in Winnipeg. He cited diminished authority and usefulness as reasons. Instead, the system of inspectorates would be revised and possibly enlarged. Commissioner Laird would be transferred to Ottawa to work in an advisory capacity, and Assistant Commissioner McKenna would be appointed Inspector for Roman Catholic schools. John Semmens would be given the North Lake Winnipeg Inspectorate, and S. Swinford would have the South Lake Winnipeg Inspectorate (NA, RG 10, vol. 3877, file 91839-1). A number of employees also received salary increases in 1909.

Later that year, however, as Semmens and Swinford found themselves with overlapping roles, Swinford was given the position of Inspector of Accounts. One purpose of this reorganization was to free the other inspectors from auditing accounts so they would have more time to tend to the agricultural industry (NA, RG 10, vol. 3877, file 91839-1).

Departmental Circulars (signed by Pedley or McLean)

- February 23: Pedley tells agents that they should refrain from securing outside influence in favour of reversing the decision of the Department on matters pertaining to its administration.

- Agents no longer have to provide security bonds.

- The office of the Indian Commissioner is abolished as of 19 February.

- Any agent who does not respond quickly to departmental correspondence is liable to dismissal.

- Regulations for the care of bulls should be followed; bulls are dying of neglect, and the Department is spending a lot of money on thoroughbred stock.

- Full agricultural returns of land ploughed and seeded should be kept for individual Indians.

- Return to be made of all items and supplies taken from the departmental warehouse.

- Agency grounds should be kept neat and clean (NA, RG 10, vol. 3086, file 27922-1).

Surrender Demands

Mr C.A. Magrath of Medicine Hat raised the question in the House of Commons of the surrender of the Blood reserve. He suggested that Oliver himself should be dealing with the Indians, not relying on his agents:

> I do not believe in taking advantage of the Indian, and I do not believe anybody in Canada wishes to do so. But there is the settler starving for land; there is the Indian without the means of occupying more than probably one-third of his land; he is dying off, and as time goes on, unless we can get the Indian to see some of his land, he will disappear without having received any benefit from his property and it will revert to the government. (House of Commons, *Debates*, February 12, 1909, 1007)

Magrath and John Herron also asked for surrenders of the Blackfoot and Peigan reserves. In response, Oliver said that these Indians were all difficult to deal with and were under the influence of men who were opposed to surrenders. Magrath wrote to Pedley on March 2, 1909, saying that the people of Gleichen wanted the Blackfoot reserve opened to settlement (NA, RG 10, vol. 3702, file 17537-3).

Agent Borthwick placed a value of $12 per acre on a right of way through Mistawasis, as a prelude to surrender.

Surrender Practice

Oliver, in response to George Bradbury's criticisms of the St Peter's surrender, and in conjunction with Magrath's suggestion of using every means possible to get a surrender of the Blood reserves, stated:

> A few minutes ago the hon. member representing Medicine Hat voiced the opinion, and voiced it very well, that the department should use every endeavour to secure the surrender of a certain reserve or parts of two certain reserves. Now my hon. friend from Selkirk in whose district the department was successful in securing a surrender last year, complains strongly of the method and of the results of the surrender. (House of Commons, *Debates*, February 12, 1909, 1019)

Oliver went on to say that the Department had gone to extraordinary lengths to get the surrender so that the land could be turned to beneficial use. Bradbury then said that the surrender at St Peter's was a good idea, regardless of methods, but that in allowing speculation, instead of encouraging sales to settlers, the land was being wasted (House of Commons, *Debates*, February 12, 1909, 1019-21).

The year 1909 was one in which the pace of surrenders accelerated. Early in the year, on a cold January day, a surrender was taken by Inspector Graham at Muscowpetung in the Qu'Appelle Agency of Saskatchewan. Graham had taken a surrender from their neighbours at Pasqua in 1906 and had received refusals from Muscowpetung for the same requests. The outside demand continued, perhaps because the building of the GTP line, which had been promised at the taking of the Pasqua reserve, was finally in process. The farming population at Muscowpetung was aging, and the Department saw this as a good reason to seek a surrender once more. Moreover, one band member had contacted the Department with a view to selling some of the land at $25 per acre.

During these protracted negotiations, Graham left the Commissioner's Office out of the communications. He did keep in touch with the Band, however, and, when he sensed that some band members would surrender, he recommended, and was authorized to take, a surrender of the "best half" of the reserve. When he took the surrender on January 4, Graham reported little about the meeting; it is not known how many people were in attendance. Ten men signed the surrender document, and 18 received the 10 per cent per capita payment. Graham employed his standard terms in the surrender: a per capita distribution at the outset, another a year later, annual interest distributions, funding of payments for children aged 12 to 18, sale of land by auction, and payment for improvements. A clause providing for sales at a minimum of $8 per acre was struck off the agreement before the meeting at Graham's request. Graham tended to be uneasy about setting a minimum sales value.

Graham went from the Qu'Appelle to the Pelly Agency and began negotiations with the Key and Keeseekoose Bands there. In both cases he persuaded them to surrender more land than they had been willing to consider. He accepted a request from Key for a $100 per capita payment. As Graham obtained authorization for the surrenders from Headquarters, Commissioner Laird was once again being bypassed and was at the same time telling a Keeseekoose headman that there was no intention of taking a surrender. The surrenders were taken in May, with again no record of what was discussed. The people of Keeseekoose received $85 per person, and the Key people, $100 per person. Graham also took cash to pay for improvements. He reported that the votes from both bands were unanimous, although clearly not all voters signed the surrender documents. The terms were much the same as at Muscowpetung. Only the Keeseekoose people received reimbursement for improvements. The Key people were to be able to spend capital for livestock and farm equipment.

Graham was not involved in the twin Moosomin and Thunderchild surrenders. Agent J.P.G. or George Day had taken the Grizzly Bear's Head/Lean Man surrender, and he assisted in taking a surrender at Thunderchild in 1908 along with Commissioner Laird. Laird had taken the same proposal to Moosomin in 1908, but it was rejected. Day was reprimanded for this failure. The Band made a proposal in January 1909, after meetings with Day, for a land surrender with a minimum sales value of $12 per acre and a per capita distribution over 50 per cent, but it met with rejection from the Department. Nonetheless, Day was authorized to take a surrender, on lesser terms, and the Department went ahead with plans to choose a new site and subdivide the old reserve before the surrender was taken. There was no chief at the time of the surrender in May, but Josie Moosomin would become chief within a few months. There is no record of a meeting for the surrender and no evidence that it occurred. There was, however, a per capita distribution. The surrender provided for some farm equipment and for the purchase of a new reserve site from the proceeds of sale as had happened at Thunderchild.

The Reverend John McDougall had been sent to the Hobbema Agency in 1906 to obtain surrenders from some of the bands there and to overcome opposition to surrenders. As usual, he had the Samson Band submit a proposal to surrender containing the terms he suggested, including a $10 per acre minimum price (McDougall's standard figure), his continued employment, and more control over their own affairs (such as he would promise at Swan Lake in 1908). Oliver refused these terms, and McDougall continued to negotiate, resulting in another "proposal" from the Band in 1908. Samson and his Band agreed to a surrender in January 1909, with the maximum 50 per cent distribution of proceeds permitted by law, the majority of which would be paid after sales. Meanwhile, negotiations were proceeding on a surrender of the Bobtail reserve occupied by the Montana Band. On June 12, McDougall took a surrender from those former Bobtail members on other reserves, and he did not consult the Montana people. As a result, the Montana Band got part of the reserve, as did Samson, and the rest was surrendered for sale. Proceeds from the sales went to Samson and Ermineskin, on behalf of the former Bobtail members living there. It is worth noting that, whereas McDougall was empowered in previous instances only to negotiate the terms, in these cases he actually took the surrenders, essentially replacing Inspector Markle in this role, as Markle had not been successful. The surrenders contained some per capita distributions, with annual interest payments.

A surrender was taken from the Louis Bull Band at Hobbema Agency a month later, in July 1909.

Inspector Markle in Alberta was more successful in taking the surrender of part of the Peigan reserve in 1909. He began to meet with the Band in 1908 about a surrender of part of the reserve land cut off by the CPR line. The Band was opposed, but was interested in buying more livestock and farm equipment; Markle informed them that the only way of getting this equipment was via a surrender. He continued to meet with the Band, and when they began to consider selling some land to buy equipment and guarantee rations, he told them that more land was needed to meet their demands. In 1909 he negotiated terms, then asked for authorization to take a surrender on the basis that land in the area was selling for $20 per acre. He was authorized to set the minimum price per acre at only

$10, however, and, given a limit on authorized expenditures from capital, to buy farm equipment. The Department suggested using interest money to buy rations for the Band, as requested, because this would relieve it of an existing expense.

Markle held three meetings between July 15 and August 18; on the first two occasions, the proposal was rejected. At the third meeting a local lawyer was there representing the older chiefs, and the proposal changed; the Band was asked to surrender less valuable land on the west side of the reserve, and no rations were promised. Markle's suggestions were authorized, taken to the Band, and agreed to. In this surrender, the Band could get a 10 per cent first payment to buy outfits. Markle later said that he had urged the Band to sell more land to get a larger sum, rather than recommending a larger payment. There was no per capita distribution. Apparently, the lawyer was barred from the last vote. The chiefs did not vote; 40 voters agreed, and 10 disagreed, out of a voting population more than twice as large as this total. There would be controversy for years about the legitimacy of the vote, and whether there was undue pressure. Markle would defend his actions, recruiting more voters by declaration, and the lawyer would agitate to have the surrender rendered invalid, with the support of the older Chiefs. Surveyor J.K. McLean, who would subdivide the surrendered lands, was a witness to the meeting and the vote. In the course of defending himself, Markle stated that he believed that the Peigan surrender would be a model for future surrenders in Alberta.

Surrender Sales

In December 1909, an Order in Council was passed to amend the land sales policy of the Department:

> In a number of cases when land was surrendered by the Indians of the Provinces of Saskatchewan and Alberta the officers acting for the Department understood that the whole of the interest, both that upon deferred land payments and that accruing from deposits with the Government, would be available for current purposes. . . . It would seem that the advancement of the Indians in the newer provinces would be promoted by allowing all the interest accruing on Indian funds to be treated as interest and to become available for general expenditure. The price at which the Indian land is being now sold is higher than in the early days of settlement in Canada, so that considerable capital is ensured to the descendants of the present Indians. . . . It is therefore recommended that in future the interest on deferred Indian land payments throughout the Dominion be credited to the Interest Account of the Indian owners and that this regulation may be made retroactive in cases where it seems beneficial to do so. (NA,

RG 10, vol. 6814, files 481-1-35/2, memorandum from Frank Oliver, December 1, 1909)

With this memorandum and the accompanying OCPC, the interest paid by buyers on the balance of the purchase price was being paid to the bands directly, where the surrender agreements allowed for it, rather than being put into the capital accounts.

In June 1909, the Leech Lake/Little Bone lands were put up for sale at Yorkton; J.L. Reid's upset values were $8 to $11 per acre. The land was to be sold without reference to the Department's land regulations. William Graham was in charge of the auction, and only one-third of the land sold, at an average of $10.43 per acre.

The Fishing Lake lands were also put up at auction in June. Very little of the land sold, and Graham complained that the upset prices were too high. The average price per acre of the land that was sold was $13.12 per acre.

Another June sale in Manitoba put Swan Lake lands on the market. The land sold on average for $17.70 per acre, well above the $10 minimum specified in the surrender document.

The third sale of the Grizzly Bear's Head/Lean Man lands was held in June. George Walton was auctioneer, but there were no bidders. An auction was also held for the Tramping Lake lands held in Saskatchewan for the Manitoba Band, but no lands sold.

There was an October sale of the Muscowpetung lands, which sold for an average of $9.16 per acre. No exemption from the Land Regulations was specified in the Order in Council accepting the surrender, so presumably the regulations were to be in effect. The largest block of land went to James Wallis and the Western Canada Colonization Company. William Murison, Indian Agent at Touchwood, Simon McLean of the Board of Railway Commissioners, and Reginald Rimmer, former law clerk for the Department, all bought land. Howard Tye, brother of William Graham's secretary, also bought land, as did the brother of the well-known Fort Qu'Appelle businessman D.H. McDonald.

In November, the Hobbema Band lands were put up for sale, including Samson and Bobtail. Not all the land sold, but the land purchased brought an average of $13.53 per acre. Most of the buyers were local, but F.W. Grant and W.E. Preston of Midland, Ontario, both avid speculators in Indian lands, did make purchases. Inspector Markle asked permission to acquire an interest in two quarters sold at auction, but the aftermath of the request was not kept on file.

There was a sale of Thunderchild and Moosomin lands in November which were exempted from the Land Regulations. Some of the land remained unsold, but the land that did sell went for an average of $8.75 per acre. Much of it went to Americans and to speculators, including Judge Brown of Moosomin, Saskatchewan, Judge Lamont of Regina, and F.W. Grant of Midland. There is evidence of a meeting held before the sale by some of the speculators, in which it was determined who would buy which lands. It is also possible, from the record, that Wilbur Bennett and S.S. Simpson, active at the Grizzly Bear's Head/Lean Man sales, were part of this group, but they did not buy.

The sale of the Peigan lands was also held in late November, having been moved forward from an original December date. This sale, too, was exempted from the Land Regulations. George Walton, Sifton's friend from Emerson, Manitoba, was auctioneer. About half the land sold, at an average of $16 per acre. Although there was a $10 per acre minimum specified in the surrender document, some quarters were valued by the surveyor at less than this price. J.D. Lafferty, who worked as a medical attendant for the Department, was among the buyers; he had a partner from Great Britain. Most of the buyers were from Calgary or southern Alberta, and there were some small syndicates in operation at the sales.

THE YEAR 1910

Western Development

The volume of land sales increased in 1910 for most companies, and weather and grain prices improved. The Hudson's Bay Company quadrupled its volume from the preceding year, at an average price per acre of $12.43. CPR land sales also increased 22-fold, at an average price per acre of almost $16. The volume of sales in Saskatchewan for the Qu'Appelle, Long Lake, and Saskatchewan Railway increased, and the average price per acre was down to about $9.50. The Calgary and Edmonton Railway was selling land in Alberta at a comparable value, as was CNOR (Martin 1938, 306-07).

School lands sold in Manitoba at an average price of $23.03 per acre, although the amount sold was small; in Saskatchewan they sold at $15.00 per acre, and the number of acres sold exceeded any other year in this period. In Alberta, the average price was $14.48 per acre (Martin 1938, 341-43).

Later, Oliver estimated the average price per acre for land in 1910 to have been $13.36 (House of Commons, *Debates*, April 14, 1915).

The number of homestead entries continued to show growth, reaching 41,291 (Martin 1938, 430).

Railways

CNOR expanded a branch line from Rosetown to Kindersley. It also completed the line from Hudson Bay to The Pas. A short line was built from Russell, Manitoba, to Caldera, and from Dolmen to Laird in Saskatchewan. Prince Albert was linked to Shellbrook.

The CPR expanded its branch lines in Saskatchewan, including a Swift Current line to link that city to outlying areas.

Indian Affairs Organization and Policies

Departmental Circulars

- Indian herds should be kept at a 10-head minimum; animals sold should be replaced.
- Indians should not be allowed to sell herds to pay debts; no animals under three years of age are to be killed or sold.
- S. Swinford has been appointed Inspector for Indian Agency Accounts, to audit all the books of agencies and inspectorates.
- Supplies should be bought at the lowest prices from recognized leading local merchants.
- Farming instructors should verify agricultural returns; a memorandum has been distributed detailing the duties of instructors.
- Drug price lists have been prepared for the purchase of medicines; they list the maximum price the Department will pay.
- All accounts should have proper authority and be adequately explained (NA, RG 10, vol. 3086, file 279222-1).

Surrender Demands

Surrender demands in the House:

- Long Plain reserve, Manitoba
- The remainder of the Swan Lake reserve
- The Blood reserve

John Herron, MP, wrote to the Department asking for a surrender of the Peigan reserve.

Surrender Practice

Mr Staples asked Oliver in the House on April 22 if efforts were being made to take a surrender of the remainder of the Swan Lake reserve. Oliver said he did not think it was wise to go back immediately, but to wait until the Departments "cleaned up" the previous surrender arrangement. He was prepared to go back, however (House of Commons, *Debates*, April 10, 1910, 7851).

Mr C.A. Magrath, MP for Medicine Hat, asked Oliver in the House on April 22 if it would not be better for the Indians if the lands were leased, rather than surrendered. For example, a long-term lease at 6 per cent of a given sale price could be offered, bringing in yearly revenue. The land would be retained by the Indians as security. Magrath said that this method was being used by the CPR. Oliver replied:

> The idea of a tenant proprietorship in the Northwest does not appeal to me. The policy of the government is to have a population on the land who shall be the owners in fee simple of that land, and any proposal, no matter how attractive, that would involve tenancy rather than proprietorship, viewed from the standpoint of the best interests of Canada and the west, would not appeal to me. (House of Commons, *Debates*, April 22, 1910, 7855-56)

In June 1910 a surrender was taken from the Blackfoot/Siksika IR 146 after three years of discussions. Inspector Markle took the surrender, using the same method as at the Peigan surrender, in spite of the problems he had experienced there: informal meetings with the chiefs, a brief explanation the day of the vote, followed by the open poll for voting. The terms he "negotiated" were very similar to those he recommended to the Department. The one demand the Band consistently made was for rations, and the Department proposed paying for these out of interest accrued. Markle refused to consider cash distributions, but did endorse the rations distribution over departmental objections. Markle's terms depended on sales at $14 per acre. The surrender document specified that the terms would be met if and when the proceeds from sales allowed. The vote carried by a margin of five: 69 for and 64 against. Markle conceded that there were absentees. The document also provided for the interest on deferred payments to go to the Band's interest account, reflecting a recent policy change.

Surrender Sales

There was extensive debate between Mr Armstrong and Mr Conmee in the House in April 10 about whether the sales of surrendered land were in the interests of the Indians. Armstrong asserted that the lands were being undersold by the Indian Department, whereas Conmee argued that the dealings of the Department were businesslike and straightforward. The Indians were better off having sold their lands, and most sales had been at market prices. Conmee defended the transactions at St Peter's as having been in the public interest and, ultimately, in the interest of the Indians themselves (House of Commons, *Debates*, April 22, 1910, 7839-44).

Pedley issued a notice on January 24, 1910, as follows:

> Notice is hereby given that no Officer of this Department, or his Wife, or any one dependent upon him shall directly, or indirectly, purchase any Indian land or become proprietor of, or interested in, any such land, and every such purchase or interest shall be void, the Sale cancelled, and the Officer liable to dismissal. (NA, RG 10, vol. 3086, file 279222-1)

A request from the Deputy Superintendent General to Mr Orr on April 30, 1912, for the date when the Department first started giving out upset prices yielded the answer that this practice began in March 1910 (NA, RG 10, vol. 4046, file 253647).

In January 1910, another change in the Land Regulations was made by Order in Council. This change echoed the promise made by Marlatt at Roseau River: that the interest from sales would be placed in the band's interest account for distribution, rather than being placed in the capital account. This Order in Council stated that several bands in Saskatchewan and Alberta had been told they would receive interest. In addition, the paying of the interest moneys from sales to the band's interest account would allow more immediate expenditures on farming operations, and "by utilizing available Indian funds parliamentary appropriation will be reasonably curtailed." The Order in Council deemed that in the future all interest moneys on deferred payments should be placed in the bands' interest accounts, and that this provision could be applied retroactively where "it seems beneficial to do so" (OCPC 114/1910).

A fourth sale of the Grizzly Bear's Head/Lean Man lands surrendered in 1905 was held in conjunction with an auction of Thunderchild and Moosomin lands in June 1910. The land sold at an average of $3.87 per acre. The Tramping Lake lands held by the Swan Lake Band in Manitoba were also offered for sale and sold well. The Luse Land Company bought land, as did the Speers family of North Battleford, which had been involved in the Grizzly Bear's Head/Lean Man sales all along.

A second sale of Crooked Lakes land was held in June, and all remaining lands were sold. A second sale of the Fishing Lakes land was also held in June. The Kylemore townsite was exempted from sale, and almost all the land (excepting one quarter) was bought by a Winnipeg-based syndicate. The buyer on behalf of the syndicate, whose members are unknown, was D.H. Hudson. He then sold to two men from Chicago, who started up the Fishing Lake Farm and Land Company. The land was sold again to the Doukhobors. Some of the townsite lots were sold at auction in Wadena in December 1910.

A second sale of Hobbema lands was held in June, and once again some land remained unsold.

A second sale of Peigan lands was held on June 1, but not all the land sold.

There was an auction in December at Kamsack to sell the lands surrendered by Key and Keeseekoose. Upset prices were sent out in advance of the sale at Inspector Graham's request. The majority of the land sold, although little was reported about the sales. Some local businessmen were purchasers, as were bankers Alloway and Champion of Winnipeg, staff of the Field Museum of Natural History in Chicago, and a number of North-West Mounted Police officers. William Frank, the same realtor who was active in St Peter's purchases, bought a block of land, which he later had difficulty paying for.

THE YEAR 1911

Western Development

Hudson's Bay Company sales volumes remained high, a reflection of better crop years, and the land sold at an average value of $14 per acre. CPR sales were also high, as were the prices at $14.50 per acre on average. The Qu'Appelle, Long Lake, and Saskatchewan Railway peaked in sales, the highest since 1903, at an average price per acre of $10.90. The Calgary and Edmonton Railway sold lands at $9.80 per acre on average, and CNOR sold lands at $12 per acre on average (Martin 1938, 306-07).

School lands sold in Manitoba at an average price of $20.73 per acre; in Saskatchewan, at $31.92 per acre; and in Alberta, at $46.83 per acre. The volume of sales was much smaller than for the other companies (Martin 1938, 341-43).

Later, Oliver estimated the average price per acre for 1911 to have been $13.59 (House of Commons, *Debates*, April 14, 1915). He pointed out, accurately, that prices dropped after that year.

By 1911, the population of Saskatchewan was 492,000, five times more than the population of 1901. The Manitoba population was comparable at 461,000; it had doubled since 1901. In Alberta, the population had risen from only 73,000 in 1901 to 374,000 in 1911 (Macdonald 1966, 287).

In 1911, the number of homestead entries in the Prairie Provinces hit a peak of 44,273 and began to diminish. By the time of the Great War, the number was only about 8000. The free land was disappearing except in areas remote from a rail line. The cancellation rate for homesteads between 1911 and 1931 was 57 per cent, indicative of the wavering conditions and grain prices (Martin 1938, 409, 430).

When the slump hit in 1913, the majority of immigrants were settling in cities rather than on farms. The railways had crossed the prairies and were already in financial distress as they faced the task of building across the western mountains (Berton 1984, 341). There was a boom during the war, and then grain prices fell in 1920. The economic struggles during these years had a tremendous impact on the collapse of land companies and on the failure of many buyers of Indian lands to make their payments.

Railways

CNOR continued to construct branch lines. The Kindersley line reached Alsask on the border, but the complete line to Calgary would not be built until 1914. The Shellbrook line extended west from Prince Albert then to Blaine Lake, while another line was built from Shellbrook to Big River. A branch was built in Saskatchewan between Pelly and Preeceville, and from North Battleford to Edam. A line ran from Carlyle to Bengough, and another from Delisle to Macrorie. In Manitoba, a line extended from Oak Point to Gypsumville (Regehr 1976, 207-08).

The Grand Trunk Pacific's Melville–Moose Jaw line opened, as did a branch line north to Canora. In the next few years, lines would extend from Moose Jaw northwest to Riverhurst, Saskatchewan; from Prince Albert south to Young, Saskatchewan; from Biggar west to Loverna; and from Regina to Northgate (in the southwest corner of the province). In Alberta, a line was built from Calgary to Tofield between 1911 and 1913 (Stevens 1962, 198).

Indian Affairs Organization and Policies

Departmental Circulars

- Please refrain from entering Indians in exhibitions; those involved in dances, pageants, and exhibitions neglect their work and tend to get debauched.
- Do not assist any white men in collecting debts – collectors are not to be present at annuity time; special permission must be obtained for debts to be paid against annuities.
- No negotiations are to take place with Indians without authority.
- When cattle are sold, they should be sold to the highest bidder, and the matter fully reported, including how the proceeds are to be used.
- Livestock returns are to be made promptly.
- All agents are to keep diaries showing each working day, as should clerks and instructors.
- The policy of the Department to discourage dancing is still in place (NA, RG 10, vol. 3086, file 279222-1).

William Graham secured an agreement from the Peepeekesis reserve in Saskatchewan, site of the famous File Hills colony, for departmental control over band admissions and land allocations for colonists. Band members were paid $20 each to allow the department to admit new colonists and to give them land. This expenditure was recaptured by the Department in entrance fees for new admissions to the colony. Graham actually held two votes, one on July 24 in which the result was negative, and a second on July 29 in which it was positive. It was later alleged by the Peepeekesis Band, in the 1950s, that Graham quite literally put the money on the table, and this temptation swayed the original vote to one in favour of the deal. He had also sent people out during the five-day interval to talk to band members, and the second vote took place just before the Regina Exhibition, when the need for cash was alluring.

Surrender Practice

On February 22, a surrender was taken at Mistawasis in Saskatchewan by Agent Thomas Borthwick as a way of paying for fencing and agricultural equipment. Borthwick and Pedley had worked out the terms in advance, and Pedley provided detailed instructions on how to gain consent and to present the agreement. The Band approved the surrender after initially dissenting, but it demanded a $15 per acre sales price minimum and a 50 per cent cash distribution. The Department rejected these terms and sent Borthwick back to the Band. A second surrender was taken on March 20, with no minimum price specified and no cash distribution. Half the proceeds would be used for fencing and equipment, and half placed in a capital account for regular interest distributions. As soon as Borthwick submitted the document, he recommended changing the terms, having the Agency, rather than the Band, purchase some of the equipment, and requiring the Indians who used the equipment to pay a user fee. This suggestion was also approved.

In 1911, Louis O'Soup and other older men from Cowessess began a movement to complain about Indian policy in general and the poor record in implementing the terms of Treaty 4. They met with representatives of Piapot, Cote, Kahkewistahaw, and Roseau River, and went to Ottawa, carrying written complaints from Ochapowace, White Bear, and Leech Lake (Little Bone). They met with Minister Frank Oliver and presented their grievances. The Little Bone letter said that they were not being paid for land they had surrendered, and that William Graham had told them at the time of surrender that they would be forced off the reserve if they did not sell. The Kahkewistahaw representative argued that Graham had told them they would be able to make a living on the land remaining to them after surrender, and this was clearly not true.

The Roseau River Band member said that their land had been sold for less than was promised; Cote also complained about non-fulfilment of treaty terms. White Bear stated that they would refuse any future pressures to part with land. Ochapowace, Piapot, Kahkewistahaw, and White Bear noted that they were not being allowed to elect chiefs and headmen. The Crooked Lakes Bands said that their agent, Matthew Millar, was collecting debts on reserve on behalf of local whites. Collectively, there were many other issues about Indian policy and practice that were brought to Oliver's attention, such as education curricula (where there was too much emphasis on farming), imposition of game laws, the power of agents to issue hay permits, restrictions on produce sales, customs duties, and prohibition of dances. Oliver made some small concessions, but basically defended the right of the

Department to supersede treaty terms with law and policy. Apparently, no promises were made to address the terms of existing surrenders (Tyler nd(a), 133-40).

In 1911, the *Indian Act* was amended to allow the Dominion to take reserve land without consent where the reserve was in or near a town of over 8000 people, or where the land was needed for public purposes.

In 1912, the majority ruling of the Manitoba Royal Commission on the St Peter's surrender was delivered. It stated that surrenders required a majority of all qualified voters, not just those at a meeting. In 1914, a circular was sent to all agents outlining a new, revised practice for taking a surrender (see Chapter 5). The new requirements are summarized here:

- A proposal for surrender and a rationale must be preapproved by the Department.
- "The officer taking the proposal to the band must be duly authorized by the Superintendent General or his deputy, and shall make a voters list of all the male members of the band of the full age of 21 years who habitually reside on or near the reserve and are interested in the reserve in question."
- "The meeting or council for consideration of surrender must be summoned according to the rules of the band, which, unless otherwise provided, must involve the posting of written notices on reserve at least one week in advance of the meeting. The interpreter who is to be present at the meeting must deliver verbal or written notice to each person on the list, not less than three days before the meeting."
- "The terms must be interpreted to the Indians, and, if necessary, to individual people, with the use of a qualified interpreter."
- "The surrender must be assented to by a majority of the Indians whose names appear upon the voters' list, who must be present at a meeting or council summoned for the purpose as hereinbefore provided."
- "The officer duly authorized shall keep a poll-book and shall record the vote of each Indian who was present at the meeting or council and voted."
- "The surrender should be signed by a number of Indians and witnessed by the authorized officer, and the affidavit of execution of the surrender should be made by the duly authorized officer and the Chief of the Band and a Principal man or two Principal men before a judge, stipendiary magistrate, or a justice of the peace. "
- "The officer taking the surrender should report the number of voting members of the band as recorded in the voters' list, the number present at the meeting, the number voting for and the number against the surrender." (NA, RG 10, vol. 7995, file 29103-1/1)

Surrender Sales

The Mistawasis land surrendered in 1911 was put up for auction in August. Two individuals from Prince Albert bought all the land at prices ranging from $12 to $21 per acre.

A third auction of Cote lands was held on June 7, 1911. Very few parcels of land were involved, and prices ranged from $5 to 22 per acre.

The first of two Blackfoot auctions was held in June at Gleichen, Alberta, and approximately half the land sold at an average of $15 per acre. There were many local buyers, but speculation was heavy as well. Inspector Markle, in charge of the sale, appears to have allowed one Montreal speculator to prearrange deposits on bids, and possibly to have secured the sale in some instances. Other buyers later alleged that the sale was rigged. A second sale in 1917 disposed of the remainder of the land at an average of $23 per acre. Here, too, an anonymous citizen contacted the Calgary press to allege that there was a conspiracy among buyers before the sale.

In 1912, the practice of collecting a 10 per cent Land Management Fund levy on land and timber sales was discontinued, having been in existence since 1857 (see 1896, above). In 1911-12, over $35,000 was spent from the fund in Ontario and Quebec, whereas over $28,000 was being collected from the three Prairie provinces and the Northwest Territories. In 1913, an Order in Council was passed to have the moneys repaid into capital accounts, with no interest (OCPC 2901/1913, November 17, 1913; NA, RG 10, vol. 6813, file 481-1-27).

Other changes in the Land Regulations with regard to sales would occur in the next few years. In 1918 the interest was raised back to 6 per cent, and agents were allowed to collect 7 per cent on payments in arrears. In 1935, interest payments on both unpaid principal and arrears were reduced to 5 per cent.

CHAPTER 4

DEMANDS LEADING TO SURRENDERS

When decisions had to be made about the authorization for a surrender, for both subdivision and sale, the people who routinely reviewed and had access to the files were J.D. McLean, the Secretary of the Department of Indian Affairs after 1890; W.A. Orr of the Lands and Timber Branch after 1896; and the Deputy Superintendent General. On some occasions and on some issues, the questions were referred to the Minister. The Chief Surveyor and his staff might also be consulted.

The Commissioner's Office might be asked to make a report on the need for a surrender, on band response, or on sales possibilities. These reports were sometimes done in conjunction with the Indian agents and/or inspectors, and sometimes by the Commissioner's Office alone. The Commissioner's Office was not always kept informed of surrender events, however. This chapter covers the issue of the demand for land surrenders between 1896 and 1911. Where did the initiative for the surrender come from? Who made the request? Why was the surrender needed? Some overlap will be necessary here with the data on consent in Chapter 5 because the requests for surrenders often took the form of preliminary negotiations with the bands or the reserves involved.

The summaries that follow are taken from the data that were available to the researcher. Very little original research was undertaken for this project. Gaps in information will appear, as will inconsistencies in presentation from one surrender to the next. To some extent, these irregularities reflect the different approaches taken to the historical and economic research on land surrenders.

PASSPASSCHASE IR 136 (PASPASTAYO)

Surrender of 1888 (first surrender in the North-West)
Location: Edmonton, Alberta (Two Hills)
Reserve surveyed: 1880 by George Simpson; 1884 by John C. Nelson
Size: 25,600 acres
Area surrendered: 25,600 acres
Treaty 6
Edmonton Agency

The information presented in this surrender is taken primarily from: Kenneth James Tyler, "A Tax-Eating Proposition: The History of the Passpasschase Indian Reserve" (MA thesis, University of Alberta 1978). References will be to page numbers in this source unless otherwise indicated.

Demand began in 1881 when early area settlers, supported by Frank Oliver, editor of the *Edmonton Bulletin*, began to agitate for the removal of Indians to a location farther from Edmonton. On January 17, 1881, Frank Oliver wrote in the *Bulletin* that the reserve should be opened for settlement: "Now is the time for Government to declare the Reserve open and show whether this country is to be run in the interests of the settlers or the Indians." The article appeared less than a year after the reserve was first surveyed by George Simpson. A petition was sent to the Prime Minister asking to have the Indians moved away from Edmonton. Deputy Superintendent General L. Vankoughnet refused to do so without their consent (50).

Another petition, submitted in 1883, was ignored by the government. Meanwhile, settlers were obtaining permits from the Department of the Interior to take timber and were trespassing on the reserve. Angus McDonald, an employee of the Hudson's Bay Company, claimed squatter's rights on the north side of the reserve (56). The Indians complained that Agent William Anderson was too stingy with rations and that they and other bands were in danger of starving.

In 1885, 12 band members took scrip. When the Halfbreed Commission sat again in 1886, the rest of the Band asked for a discharge from the treaty so that they, too, could take scrip; they hoped to homestead their reserve lands. They were joined in this request by many members of Enoch, as well as other district bands. Oliver supported this request in his newspaper, but the government hestitated. In the end it allowed the Chief and his brothers to take scrip, because they led a "halfbreed way of life." In total, 194 people were removed from the band list. Many of them moved back to the reserve, apparently believing they could still live or homestead there, but they were forced off within a couple of years. None of them were readmitted to treaty.

The remainder of the Band, having been denied scrip, was upset and demoralized. Edmonton residents, along with Oliver, now saw further reason to push for a surrender. They also pushed for the surrender of the Michel reserve because half of that Band had taken scrip. Vankoughnet did not see a pressing need for a surrender, however; he argued that the Indians had already made vast cessions at treaty (110-13). Prime Minister Macdonald, however, believed that land cessions would pay for articles that had been given to Indians beyond the treaty obligations, and he pushed for a land allotment policy on reserves that would set aside land for individual needs and free up "surplus" lands (114).

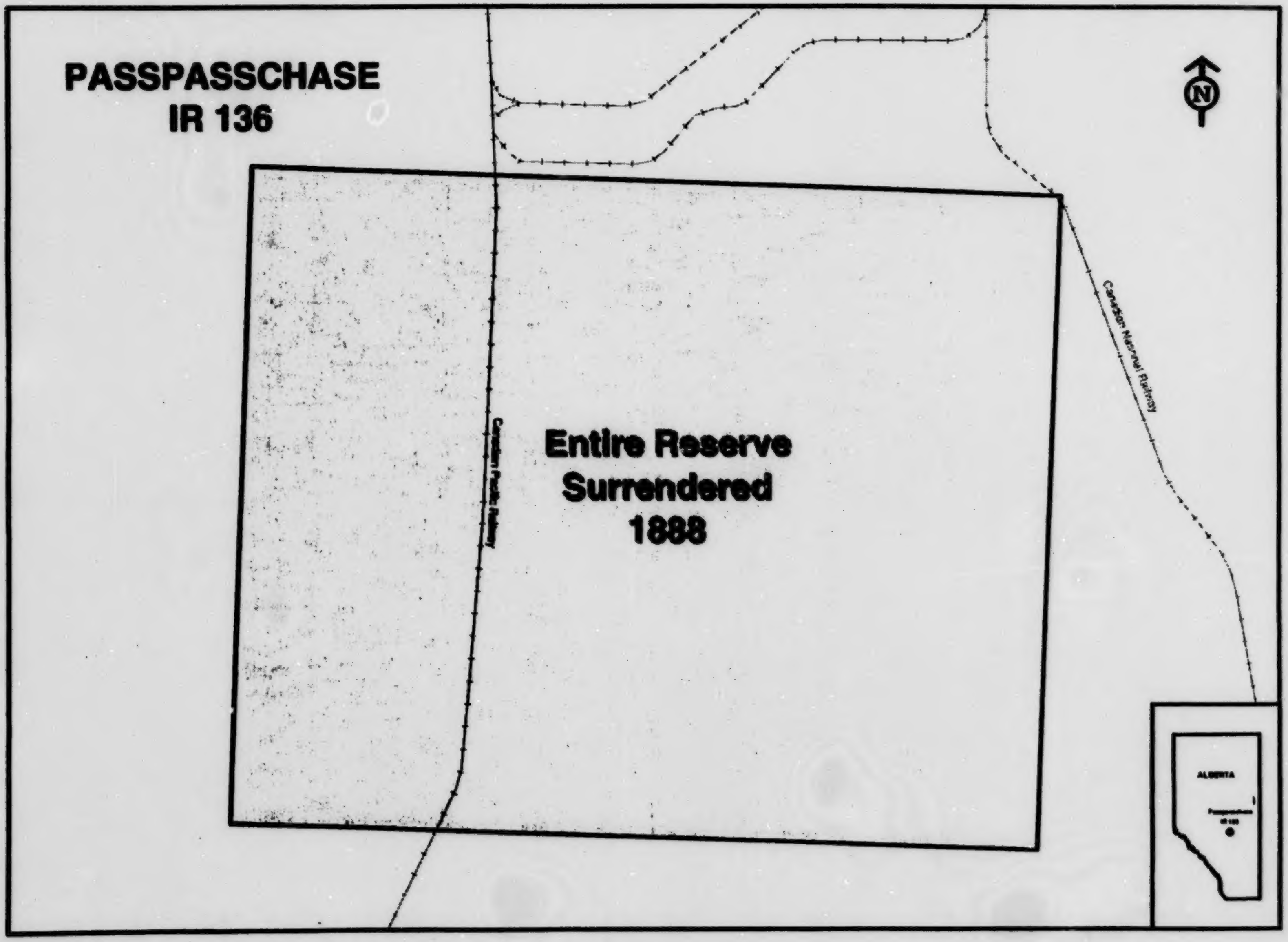
It appears that, based on this allotment policy, the prevailing sentiment within Indian Affairs changed. Henceforth, officials supported the idea that, as populations declined, any land that became in excess of the amount of land a band had originally been entitled to under treaty, and which had been determined by a per capita formula, should be surrendered back to the Crown. When the opinion of the Department of Justice was solicited in 1886, it stated that, under the *Indian Act*, the consent of the bands was necessary for surrenders (115).

The Department of the Interior pressed Indian Affairs to take a surrender, even though there was plenty of land still available for homesteads. It suggested that the remaining Passpasschase members be amalgamated with another band.

Indian Agent Anderson reported on December 30, 1886, that the Passpasschase people were also asking to join another band, in this case Enoch, as they did not have enough men left to farm within the remaining population of 82 persons. According to Tyler, it is difficult to assess whether this demand actually came from the Band; Anderson could have won this request when he threatened to remove the Chief and his followers who had taken scrip from the reserve (118-19). Whether the Band made the request or not, members seemed reluctant to move away from the reserve in the spring of 1887 (121-22).

Vankoughnet asked that a surrender of the reserve be taken before the band members moved. Assistant Indian Commissioner Hayter Reed was given the job of meeting with the Passpasschase people about a surrender, move, and amalgamation.

It appears that Oliver, along with others in the business community of Edmonton, wanted the Indians moved farther away from Edmonton. The Band was split between those who took scrip lands and those who would not. It is difficult to ascertain whether the request for a surrender, made in late 1886, originated from the Band or from the agent and/or others.


PASSPASSCHASE
IR 136
N
Entire Reserve
Surrendered
1888
Canadian Pacific Railway
Canadian National Railway
ALBERTA

SHARPHEAD IR 141
Surrender of 1897

Location: near Ponoka, Alberta, on the Battle River
Reserve surveyed: 1885 by John C. Nelson
Size: 27,136 acres
Area surrendered: 27,136 acres
Treaty 6
Edmonton Agency

The people of Sharphead were Mountain Stony Indians and were paid in the Treaty 6 area after 1878. They settled on the reserve at Wolf Creek, surveyed for them in 1885. Soon after the reserve was surveyed, however, a measles epidemic killed many of the people; the remainder left the reserve and went elsewhere. The Chief went to the Stony reserve at Morley, a few families went to Ermineskin's and Samson's reserves at Hobbema, but the remainder went to White Whale Lake and moved in with the Mountain Stonies living there (now known as the Paul First Nation). A letter from Frank Oliver to Clifford Sifton dated July 28, 1897, confirmed that there were 72 Wolf Creek people at White Whale Lake, constituting almost half the people resident there (NA, RG 10, vol. 3563, file 82/15).

A few years after the move away from the reserve, the Department of Indian Affairs began to instigate formal transfers. The momentum seems to have come from Hayter Reed, first as Indian Commissioner, then, after 1893, as Deputy Superintendent General of Indian Affairs. A letter arrived at the office of the Assistant Indian Commissioner, A.E. Forget, on February 22, 1894, from P.L. Grasse, who may have been the farming instructor at the Stony reserve in Morley, reporting on his "inducements" to get six families to move from Morley to Wolf Creek.

Reed picked up on this report. On March 8 he wrote to Forget urging him to offer cattle to the Stonies to resettle at Wolf Creek because agricultural prospects would be better there. Reed seems to suggest in his letter that the resettlement would involve more people than those who had originally come from Wolf Creek, for he went on in the letter to suggest that those original members who had left the reserve had forfeited title. The Reverend C.E. Somerset wrote on behalf of the Indians of White Whale Lake on February 18, 1895, asking whether they would have any remaining ownership in the Wolf Creek reserve, and Reed denied that this was so (NA, RG 10, vol. 3912, file 111777-1).

Meanwhile, the *Indian Act* was amended to state that, where there were formal transfers, the members transferring would no longer hold any interest in previously held reserve lands, although they might, at the Minister's discretion, be allowed to benefit from the proceeds of the sale of such lands (Canada, *Statutes*, 58-59 Vic., 1895, c. 35, s. 8). On the same day that Reed wrote to Somerset to say that the former band members who had been received into another band would have no ownership or financial interest in their old reserve, he also requested Forget to begin proceedings to get formal transfers from the former Wolf Creek people (NA, RG 10, vol. 3912, file 111777-1, letters of March 5, 1895).

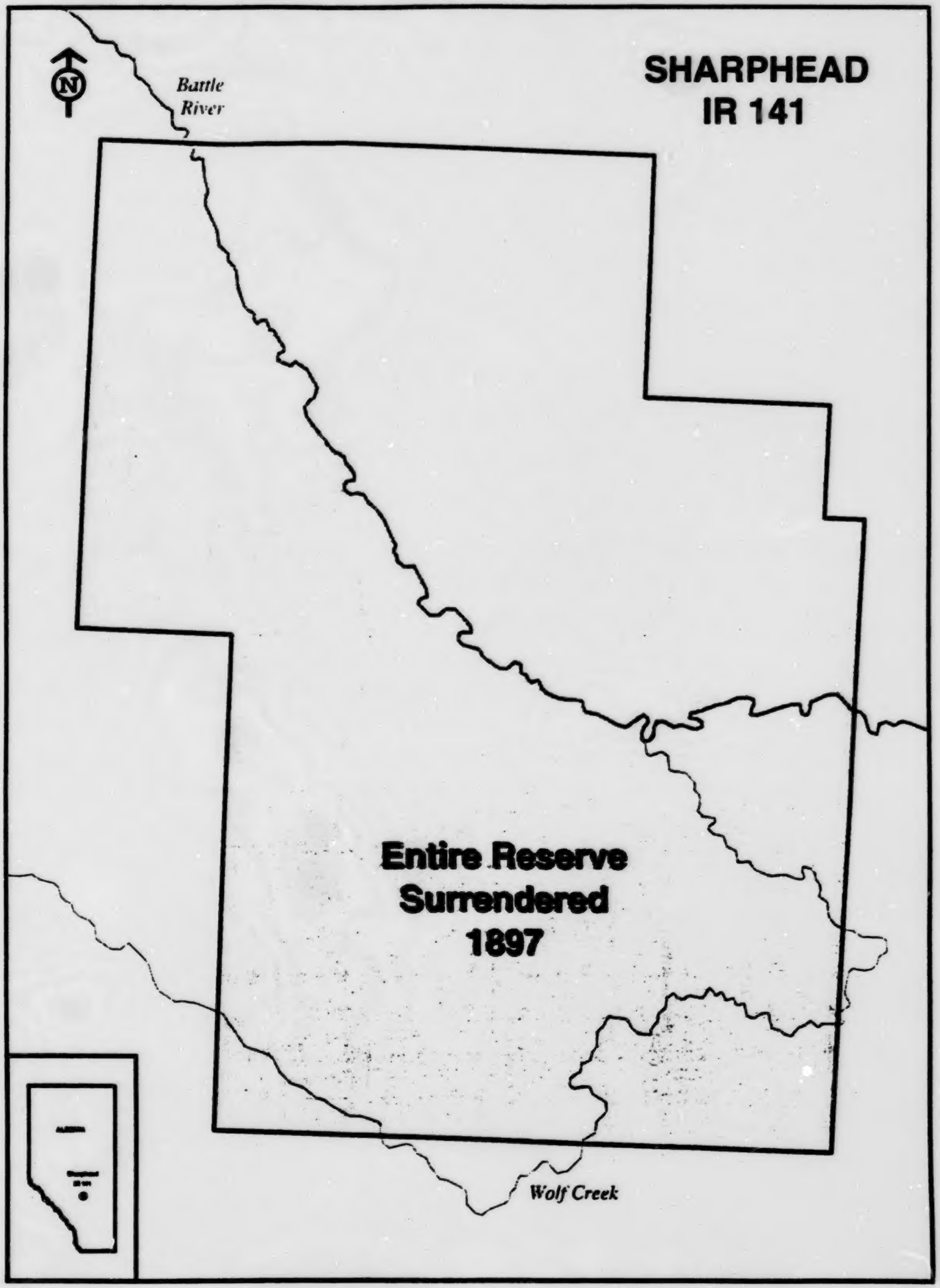
Most of the transfers were effected, although some band members could not be traced. Meanwhile, inquiries came to the Department of Indian Affairs from the Department of the Interior, in response to questions from outsiders who wanted to use the land. The land was, as Oliver himself noted, on the route of the Calgary and Edmonton Railway. A Mr Lalande of Battle River, Saskatchewan, wrote to the Department of the Interior on June 27, 1897, about securing a cattle ranch on the land, and the letter was passed on to the Indian Department. It apparently prompted a memo from W.A. Orr, on July 17, 1897, recommending a surrender and sale with the proceeds to be distributed to the bands with which the former members had been amalgamated (ibid.).

Almost immediately the Acting Secretary, J.D. McLean, authorized Agent Charles de Cazes to take a surrender, although the instructions did not specify whom de Cazes was to approach to take the surrender (ibid., letter of July 21, 1897). As this was happening, Frank Oliver wrote his letter of July 28 about a delegation from White Whale Lake that appeared at his office on July 23 to make a complaint about Agent de Cazes. The complainants alleged poor management and the failure of the agent to supply stock and implements. Oliver also reported that those band members who had formerly lived at Wolf Creek wanted to surrender it in return for farm implements, cattle, and horses. In a second letter to Sifton dated the same day, Oliver stated that he had also received a delegation from Stony Plain reserve which had levied complaints against de Cazes and asked to be moved to another reserve (NA, RG 10, vol. 7542, file 29110-6). Sifton soon afterwards got letters from James Gibbons and James M. Douglas, president and secretary, respectively, of the Edmonton Liberal Association, complaining that de Cazes had participated in the last election and that the Indians had allegedly lost faith in the process. The letters asked to have him removed from office (Tyler and Wright 1978c, 99-100).

Oliver had complained about de Cazes before; with his cronies, he sought to have a Liberal placed in the position. Minister Sifton asked Forget, who was now Commissioner, to have Colonel Allen McDonald, the former Indian Agent of Treaty 4 and at present the special agent to Forget, to investigate the matter. An inquiry was held in late August 1897. On the whole, the comments gave a favourable view of de Cazes's assistance, although he was accused of being impatient and of forcing people to work. McDonald reported that there was no basis for the allegations, and de Cazes was not deprived of his position (Tyler and Wright 1978c, 104-13).

Both Sifton and Forget reminded Oliver that the reserve could not be taken without a surrender, even though the Band had dispersed (Tyler and Wright 1978c, 100-01). This caution was reinforced by three legal opinions, in 1886, 1894, and 1896, all of which stated that reserves must be surrendered before they could be alienated, even given the transfer provisions of the 1895 *Indian Act* which suggested members who had transferred away from a reserve no longer had any interest in it. (It appears that the opinion of Deputy Minister of Justice E.L. Newcombe in 1896 may have been made in ignorance of the changes; see Chapter 5).

De Cazes received authorization from Secretary McLean on July 21,1897, to take the surrender from the Sharphead Band. De Cazes, assisted by Forget, proceeded to take the surrender in September, just after the inquiry. McLean may have exceeded his authority in directing de Cazes to take the surrender, since the authorization was supposed to come from the Superintendent General of Indian Affairs or the Deputy. In this case, it appears the demand came from several sources, including Oliver's repeated insistence that reserves in the Edmonton district be surrendered, from members of the Wolf Creek group living at White Whale Lake, and from ranchers pressing the Department of the Interior for leases and sales. Given that the idea of taking up the old reserve first came from Reed, that Reed would probably have taken the reserve without a surrender, and that the surrender instructions came on the heels of outside inquiries, it is probable that the idea of freeing the abandoned reserve came primarily from the Department of Indian Affairs. It is also likely that those band members who had left the reserve wanted to participate in the compensation for it.


N
Battle River
SHARPHEAD
IR 141
Entire Reserve
Surrendered
1897
Wolf Creek

OCEAN MAN AND PHEASANT'S RUMP IR 68 AND IR 69

Surrenders of 1901
Location: southeastern Saskatchewan, in the Moose Mountains
Reserve surveyed: 1881 by John C. Nelson
Size: 46,720 acres
Area surrendered: 46,720 acres
Treaty 4
Moose Mountain Agency

The materials on this surrender are extensive, compiled by Tyler and Wright Research Consultants. The summary that follows is an abbreviation of the material in Tyler and Wright 1978b, 'The Alienation of Indian Reserve Lands during the Administration of Sir Wilfrid Laurier, 1896-1911: Ocean Man and Pheasant's Rump #68 and #69" (Regina: Federation of Saskatchewan Indians). References will be to this source unless otherwise noted.

Indian Reserves 68 and 69 were undivided, and were surveyed in 1881 for two Assiniboine bands, Ocean Man (Striped Blanket) and Pheasant's Rump. These two bands had adhered to Treaty 4 in 1875 and had moved within the area between Fort Ellice and the Cypress Hills. The survey of the reserve followed a year of severe destitution, and provided the best option, after the disappearance of the buffalo, for sustenance. The two reserves were only 15 miles from the Cree/Saulteaux reserve of White Bear (11-12).

Like other reserves, these two had trouble adapting to inadequate seed varieties and fluctuating weather conditions, and initial progress in reserve agriculture was slow. Cold weather, poor nutrition and clothing, and disease took a high toll. By the late 1880s, however, better tools and seed varieties, as well as the cattle loan program, had led to some improvement in conditions. A new agency was established for the Moose Mountain reserves in 1886, with John Joseph Campbell as the first agent. Charles Lawford was the farming instructor. As proceeds from sale of wheat came in, the bands began to buy more equipment with the money and to become more self-sustaining. The Assiniboine Bands were doing better than the nearby White Bear reserve in terms of farming success; the latter was more dependent on hunting, fishing, and wage labour. These developments were set back when Hayter Reed began to enforce his peasant policy. In the 1890s, the Assiniboine of the two reserves focused on grain crops, but because of Reed's emphasis on manual labour they were unable to sustain high yields. The cattle industry, in contrast, did well, and the move to self-support was well under way (13-45).

When the Liberals took office, the peasant policy was put to rest, the agricultural investment increased tremendously, and the two bands soon had surplus crops for sale. A local paper reported in 1900 that the bands had purchased a binder and relied only a little on government support (79-81).

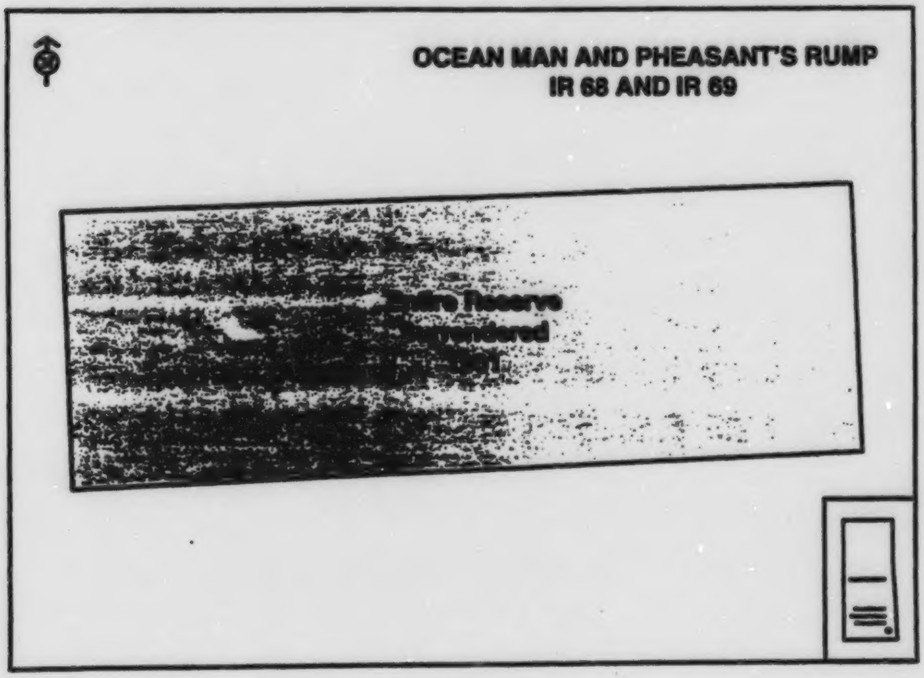
Agent Campbell was dismissed in the 1897 reorganization, after he was accused of having campaigned against J.M. Douglas of East Assiniboia in the 1896 election. Herbert Halpin was kept as farmer-in-charge, with William Murison as interpreter. Campbell was not a Liberal, though Murison was. Halpin was Conservative, but his brother's partner, John Gunion Rutherford of Portage la Prairie, was a Liberal and advocated on his behalf. He remained in the agency for four years before being dismissed for intemperance (76-79).

The Deputy Superintendent General of Indian Affairs, James A. Smart, came west in the fall of 1898 and visited the reserves; subsequently, on November 12, he recommended that the two Assiniboine reserves be thrown open to form a Galician settlement. He suggested that the Bands move on to the White Bear reserve, though he did not mention the fact that the soil and water conditions on the latter reserve were not as good as they were on the two reserves farther west. The land occupied by the reserves was near the CPR and was attracting the attention of the settlers moving west. The construction of the Pipestone Branch extension of the CPR was under way in 1898, at the request of settlers (94-95).

After Smart left the reserves, he went to several U.S. cities with his Inspector of U.S. Immigration Agencies, William J. White. When he returned, he renewed his request to free the two Assiniboine reserves for sale. Chief Surveyor Samuel Bray confirmed that the acreage of White Bear would suffice, under treaty, for the Indians of all three bands. Smart directed that the matter be investigated and Commissioner Laird was asked to look into the "conditions" of surrender and amalgamation (96-99).

Later, on October 12, 1899, when a syndicate involving White and Smart was already making plans to purchase the reserves once they were surrendered, an article appeared in the *Moosomin Spectator*. The writer had recently visited Moose Mountain reserves:

> If some of those who feel disposed to grumble at the expenditure of public money in aid of our Canadian Indians and who sneeringly remark as do many of our neighbors to the south that a dead Indian is the best Indian, if those were to visit in the Moose Mountain reserves, they would see things that would make them open their eyes and put on their thinking caps to consider what is really possible for Indians to become... Since Mr. Halpin has had control of the agency he has radically changed the former mode of cultivation. Instead of the Indians cultivating small patches of ground on different parts of the reserve he has had about seven hundred acres fenced off from the main reservation and each man who wishes to engage in grain cultivation is assigned an area sufficiently large for his needs.
>
> . . . There is a prospect of the three bands being united into one on the eastern reserve, and the different tribes are in favor of the change. The united bands would number about two hundred and forty, there being about one hundred and forty Crees and one hundred Assiniboians. Mr. Halpin, the agent in charge of all the reserves, and Mr. Murison, the farm instructor who is at present stationed on the west reserves, are also in favor of the change, as they feel that better work could be accomplished and more rapid improvement secured were they able to unite their plans and work together in directing the affairs of the agency.



ENOCH/STONY PLAIN IR 135
Surrender of 1902

Location: 8 miles from Edmonton, Alberta, near Stony Plain
Reserve surveyed: 1884 by John C. Nelson
Size: 28,160 acres
Area surrendered: 9113 acres
Treaty 6
Edmonton Agency

In 1880, Indian Commissioner Edgar Dewdney promised Tommy La Potac that if he would organize the Indians living around Edmonton who were not members of a band, he would be made Chief and would have a reserve surveyed. La Potac gathered the unaffiliated Indians and received a reserve in 1884 on a site he had already begun to farm. The Band became known as Enoch (Tyler and Wright 1978c, 93).

The reserve was located close to Edmonton, between that growing town and the village of Stony Plain. It was good agricultural land. The Band began to expand its farming efforts in the 1880s and made substantial returns under Indian Agent Charles de Cazes, who was appointed in 1890. The proximity of the reserve to Edmonton attracted the attention of Frank Oliver and the Edmonton Liberals. In his newspaper, Oliver began to advocate surrender as soon as the Passpasschase reserve was ceded. His twin focus was on the Sharphead (Wolf Creek) and Stony Plain reserves.

In February 1897, Oliver had met with the Stony Plain Liberal Association and endorsed a resolution calling for a surrender. In reporting on the meeting, he suggested that the Indians now wanted to be paid $1.50 per acre for the reserve, whereas formerly they would have surrendered it for the price of improvements – had not Agent de Cazes, whom Oliver wanted removed, told them that their reserve was valuable. On July 28, 1897, Oliver wrote to the new Minister of the Interior, Clifford Sifton, and told him that he had been visited by a delegation from Stony Plain reserve who wanted de Cazes's removal and a transfer to a new reserve site. He recommended that the government negotiate a surrender, promising the Indians the benefits of the sales, rather than funding the money to the general welfare of Indians across the country, as Oliver understood the present system to be (Tyler and Wright 1978c, 95-98; see NA, RG 10, vol. 7592, files 29110-6).

Commissioner Forget responded to Oliver on August 24, 1897, promising to initiate surrender discussions with the Band, either in the course of the upcoming investigation by Colonel McDonald into the allegations against de Cazes (see Sharphead, above), or in his own visit to the Edmonton Agency in the fall. He reminded Oliver that proceeds from a surrender were always funded to the Indians involved, not to the benefit of the Indians of the whole country. Oliver's suggestion would not be an additional inducement.

The subject of surrender did come up during the inquiry, but opinion among band members was divided. It appeared that the impetus for the delegation to Oliver had come from a deposed headman who was upset with de Cazes. McDonald told them that he saw no point to a surrender of the reserve; they would not in any event get an immediate distribution, but would have the money funded. When Forget met the Band when he came out to take the Sharphead surrender, he found some disgruntlement that the proceeds from the Passpasschase surrender and sale had not yet reached them. He did not negotiate a surrender, however (Tyler and Wright 1978c, 98-112).

The issue arose again among the voters of the community of Stony Plain in a further resolution of January 1898. The voters were particularly concerned that the presence of the reserve between Stony Plain and Edmonton inhibited the development of a direct road between the two, a topic that had been raised before. Oliver forwarded the resolution to Sifton, with his personal support for the release of the "choicest" land in the area. Sifton replied that the Indians had already been approached and had turned it down. Oliver returned on March 5 with a proposal to get a surrender of a strip of land on the north side of the reserve for a road allowance; the strip would be 2 miles wide and 7 miles long (14 square miles) (Tyler and Wright 1978c, 113-20; see also NA, RG 10, vol. 3912, file 111777-1; vol. 7542, file 29110-6).

Commissioner Forget supported the move, as he had before. When the matter went back to Headquarters, Secretary McLean pointed out, as he often would, that the Band had lost population and had, in his opinion, a surplus of land. Oliver was told on March 28 that a surrender negotiation had been authorized, and McLean wrote to de Cazes authorizing a surrender on the same day. As with Sharphead, McLean may have exceeded authority in this action, as the power to authorize surrenders lay with the Superintendent General of Indian Affairs or his Deputy.

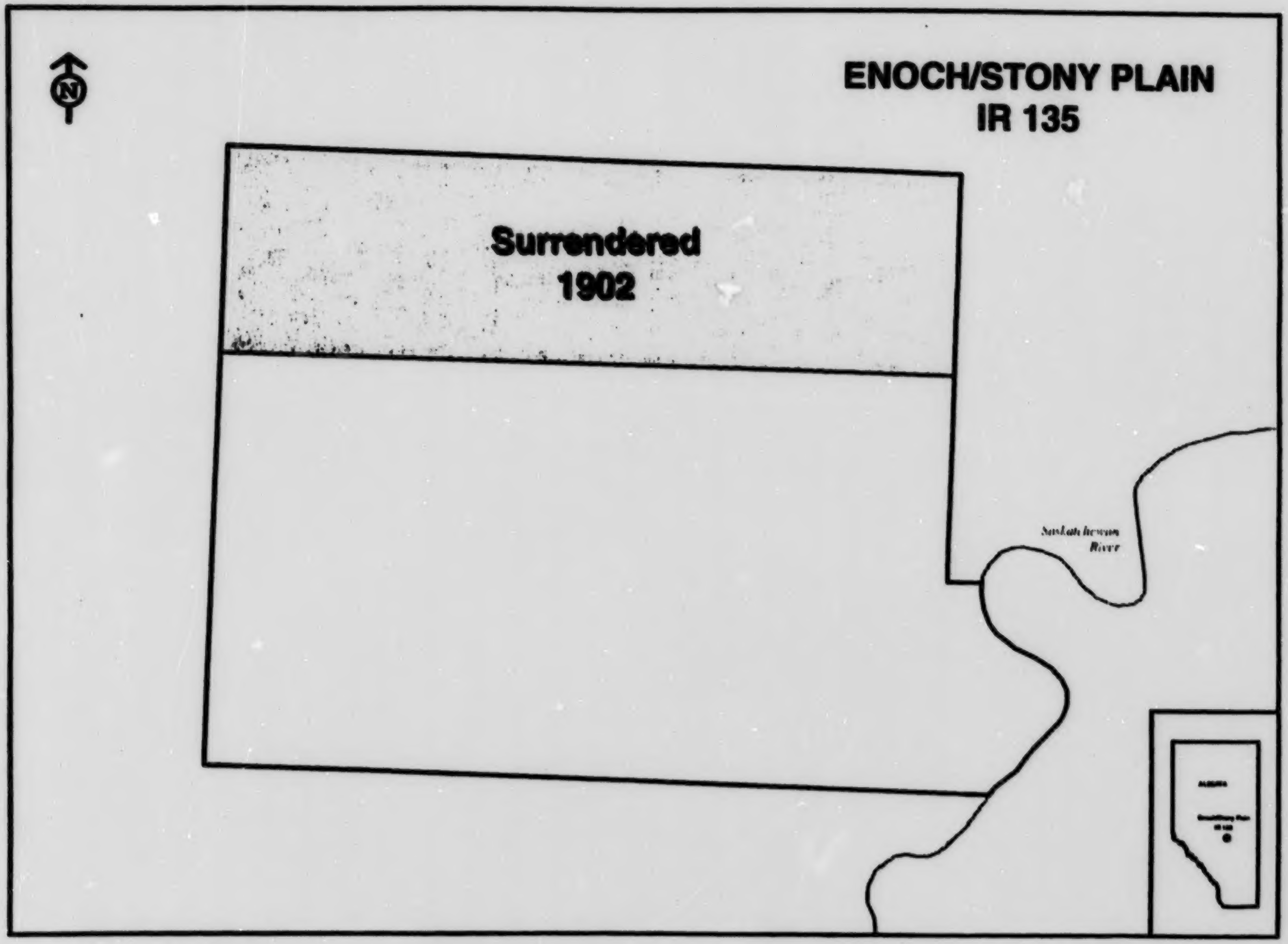
McLean also instructed surveyor A.W. Ponton to subdivide the strip in the coming season (Tyler and Wright 1978c, 122-24). The first negotiations in 1898 failed. (See Chapter 5.)

Oliver and others would continue to raise the issue of a surrender over the years. Oliver worked through new Indian Agent, James Gibbons, in 1898 and 1899, to use the road right of way as a lead in to surrender. In November 1899, C.F. Strang, a member of the Edmonton Board of Trade, took advantage of Sifton's visit to make a strong plea for the surrender and sale of the entire Stony Plain reserve.

> The soil and location are of the best, and such a magnificent tract of land is all but thrown away upon the small and ever shrinking band of Indians by whom it is now nominally occupied. Rumour says that the Indians themselves are willing and anxious to remove farther west where more game is to be found, and in our opinion the opening and sale, to bona fide settlers only, of this reserve would greatly benefit the district, the Indians and the government. It seems certain that every acre of it would be quickly bought at good prices by settlers of the most desirable class. (Quoted in Tyler and Wright 1978c, 156).

In 1901, Oliver began a campaign in the *Edmonton Bulletin*, and in meetings with various Alberta Boards of Trade, to get reserves in Alberta opened to settlement. In an article on October 28, 1901, he pointed to the use of the surrendered Passpasschase reserve by farmers, and suggested in a now well-known statement that the land had become a tax-paying rather than a tax-eating proposition (Tyler and Wright 1978c, 158).

ENOCH/STONY PLAIN
IR 135


N
Surrendered
1902
Saskatchewan
River

ROSEAU RIVER IR 2

Surrender of 1903

Location: 55.2 miles south of Winnipeg, Manitoba
Reserve surveyed: 1887 by A.W. Ponton
Size: 13,349.84 acres; IR 2A (surveyed 1888): 800 acres
Area surrendered in 1903: 7680 acres
Treaty 1
Portage la Prairie Agency

When the four chiefs of the Roseau River people signed Treaty 1 in 1871, they asked for a reserve in a belt along the river and began to live on the land as if it were a reserve. The Department of the Interior soon began to allow outsiders to take timber off the lands, and for several years the two sides disputed whether the reserve existed by virtue of selection and occupancy pursuant to treaty. Surveyors outlined a block of land on paper, in 1872, which was very different from the river-based reserve the chiefs had in mind. Most of the people refused to move away from the river; some lived at the Rapids, and others were scattered along the river and at Roseau Lake.

In the mid-1880s, settlers began to move onto the Indians' territory, and in late 1887 the block reserve, IR 2, was formally surveyed at the mouth of the river, rather than along the river, as had been anticipated. In 1888, a further 800 acres was surveyed for the people at Roseau Rapids (IR 2A). Local settlers, led by the Conservative MP for the area, A.A.C. LaRivière , were upset that additional land had been set aside, rather than forcing all the Indians to live on the main reserve or to move away altogether. LaRivière agreed to launch a campaign to get the Indians off the prime agricultural and timber lands (Sprague 1995, 1-45).

In 1889, LaRivière raised the question in the House of Commons whether the government intended to negotiate a surrender of the land of the Roseau River Indians, to relocate the Indians to a more suitable location, and to open the existing reserve to settlement. Edgar Dewdney, the Minister of the Interior, replied that the existing reserve was suitable, being of good quality (Canada, House of Commons, *Debates*, August 7, 1889, 347). The question was raised again in 1901 by LaRivière, and Sifton replied that the Indians could not be removed without their consent (Canada, House of Commons, *Debates*, February 12, 1901, 82-83).

The Indian Agent, Francis Ogletree, raised the issue of funds with Inspector E. McColl, who in turn raised it with the Deputy Superintendent of Indian Affairs, L. Vankoughnet. Cash was needed to buy seed potatoes and to reimburse Big Indian for his improvements. In a letter to Vankoughnet on May 2, 1891, McColl asked to be able to make these purchases without the Indians being required to refund them out of annuities (NA, RG 10, vol. 3730, file 26306-1).

In 1893, the demand for surrender surfaced again, in a letter from Ogletree to McColl dated May 31. McColl had been asked by the citizens of Emerson and Dominion City to have the reserve thrown open for settlement, and Ogletree suggested that the Band would not agree: "They are not in the dark about the steps that have been more than once taken to deprive them of their land and get them removed" (ibid.). The people were well aware that they had not been allotted the reserve they believed had been promised to them in treaty, and they were suspicious about the attempts to remove them, even though few of them lived on the block reserve, IR 2.

Again, on May 16, 1895, Vankoughnet wrote to McColl to relay the wishes of these same citizens to have the reserve opened for settlement and to ask McColl for a report on the Band. He was to report in particular on any difficulties that might arise in taking a surrender, and on possible locations of where the Band might be relocated. Above all, he was to keep the investigation quiet (ibid.).

In 1899, Inspector Marlatt hired a local Dominion City man, John C. Ginn, to assist the farming instructor. Because the instructor was not literate, Ginn was supposed to assist with clerical work as well. In the agreement for hiring instructors that was applicable to Swan Lake and Roseau River, the Band was supposed to help in paying for instructors by giving 10 per cent of the value of their produce sales to the agency (NA, Sifton Papers, MG 27, D II 15, C289, 47211).

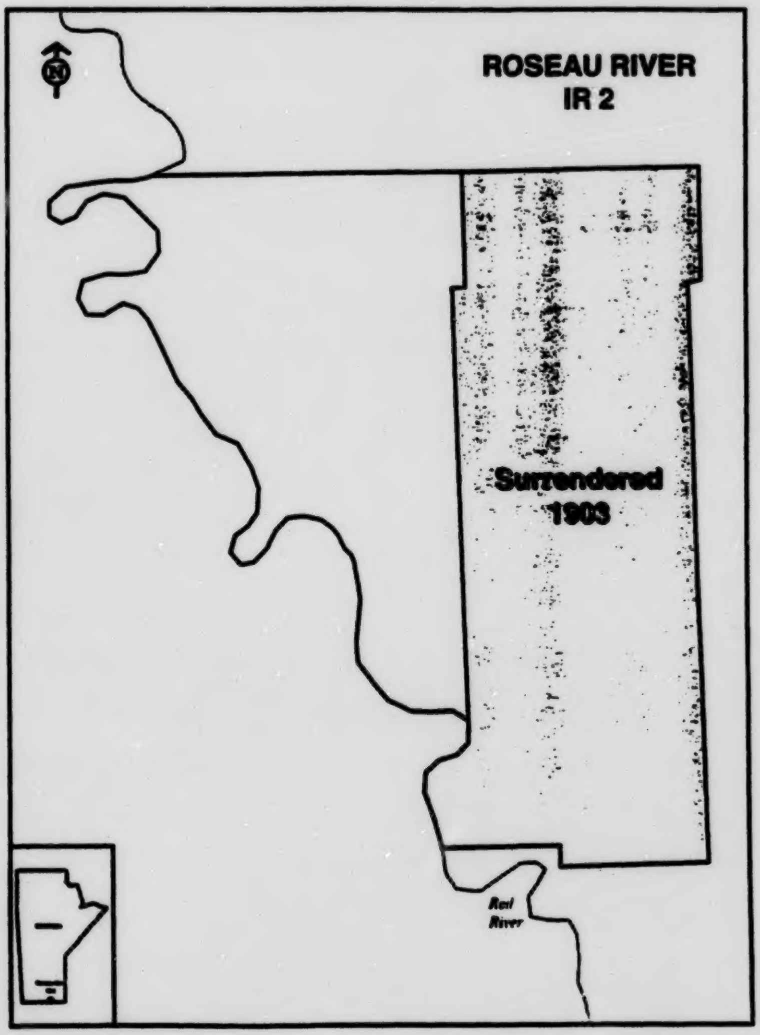
Repeated requests for the land by residents of Franklin and Emerson were countered by refusals by the Band (see Chapter 5). Finally, on June 19, 1903, Inspector Marlatt took the surrender and reported:

> The surrender was obtained not by the desire of the Indians but by the strong wish of the Department, it was with great difficulty secured and only after a clear understanding that the 10% would be available almost immediately after the sale. The money is theirs and it will be very hard to convince them that the Department have any control in the matter, this they are sure to dispute to the last, and it will be intensified by every person who will have a job to do . . . They are a very turbulent, unreasonable, non-progressive, degenerate band, and I fear that little can be done for them while they remain where they are, they are fully posted as to the value of their

> lands, and last but most important it will be but a short time until they are again asked to surrender the balance of the reserve, and unless they are generously and fairly treated according to their own ideas at this time they will be very slow to sign another surrender. (NA, RG 10, vol. 3730, file 26306-1)

The dialogue between the Department and outsiders continued until the surrender was actually taken (see Chapter 5).

There may have been some question of using the surrender to pay for fiscal needs. Clearly, political pressure was placed on the Department to open the reserve to outsiders, given the good quality of land. It is not known to the author to what extent adjacent lands had been purchased and/or homesteaded in 1903.



MICHEL IR 132

Surrender of 1903

Location: 20 miles northwest of Edmonton, Alberta
Reserve surveyed: 1880 by George Simpson
Size: 25,600 acres
Area surrendered in 1903: 7800 acres; area surrendered in 1906: 2400 acres
Treaty 6
Edmonton Agency

The Band of Chief Michel Calihoo signed an adhesion to Treaty 5 in 1878. The members were of mixed Iroquois and Cree descent and had settled around the St Albert area. They chose a reserve site on the Sturgeon River. When Simpson surveyed their reserve in 1880, he tried to move them a little farther west from St Albert, at the request of the settlement, but the Band would accept only a slight adjustment. There were two settlers on the land chosen, Patrick Curran and Janvier L'Hirondelle. Curran had his claim bought out, but he refused to leave at the Band's urging, despite offers of compensation. Band members were asked to surrender the 40.92 acres, but they refused. They did not want to give in to white settlers or to have them in close proximity. In 1911, the Department took the land without surrender, and released it to L'Hirondelle's estate, on the basis that the settler was there before the survey (Tyler and Wright 1978a, 116-21).

Frank Oliver, the Liberal politician who was also owner and editor of the *Edmonton Bulletin*, pushed for the surrender of all the reserves near Edmonton, including Michel, almost as soon as they were surveyed. His first objective was to have the reserve closest to Edmonton, Passpasschase, surrendered; once accomplished, he urged the surrender of the other reserves in the district. After the surrenders at Sharphead/Wolf Creek and Stony Plain, he turned his attention to Michel.

In 1885, the Half Breed Commission came to town and approximately half the Band took scrip. Although the Band was reduced to about 75 people, they did very well in mixed farming. Accounts by agents and inspectors gave the impression that the Michel Band was the best in the agency in terms of productivity and self-sufficiency (Tyler and Wright 1978a, 132-34).

In 1898, the agent in charge of the Edmonton Agency, Charles de Cazes, died. Oliver had been pushing to get rid of de Cazes and had initiated two investigations into his handling of the Edmonton Agency. Oliver used the vacancy to get his friend James Gibbons, liquor merchant and president of the Edmonton Liberal Association, appointed as agent. Because of Gibbons's profession and history (as a miner, bootlegger, and mercenary Indian fighter in the United States), Sifton was initially reluctant to support this patronage appointment, as was Commissioner Forget, whom Oliver also pressured, but Oliver prevailed. Gibbons was appointed in October. He spoke Cree and knew many local Indian people well (Tyler and Wright 1978a, 96-108). According to his report of 1902, he too was impressed by the agricultural progress of the Band.

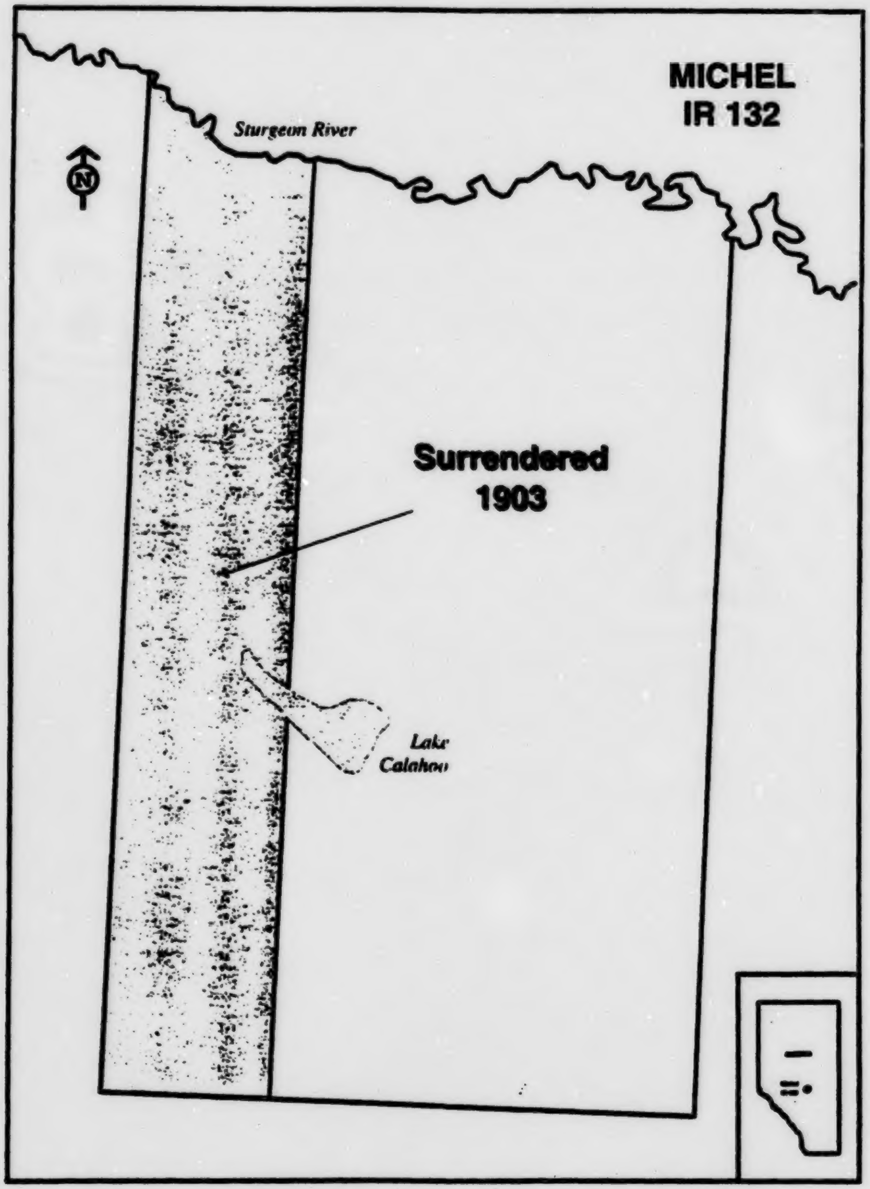
In January 1903, Gibbons forwarded a statement signed by 12 men from the Band, including the Chief and Headman, which requested the surrender of 7 square miles on the western side of the reserve. Gibbons supported the surrender on the following points:

> The band is self-supporting but needs implements and horses. He estimated about $13,139.50 was needed for livestock and implements
>
> Even without the seven square miles, the reserve would contain two square miles per farming family
>
> The CNOR survey ran about three and a half miles south of the reserve, making the land very valuable. (Tyler and Wright 1978a, 124-25)

Although no previous reports had mentioned the need for implements, it is possible that the need had recently arisen with the maturation of a younger generation of farmers.

Although the Departmental officials in Headquarters endorsed the proposal, Commissioner David Laird was hesitant to move ahead quickly. He also believed that the Band had surplus land and that an even larger area of land could be taken, but he wondered about the request for implements, especially as Inspector McGibbon was looking into a controversy over the purchase of implements for Enoch/Stony Plain in the wake of their surrender. Laird also noted that the value of the land would be greater if the Band waited until after the projected and surveyed Canadian Northern Railway line was built. The investigation into the Enoch purchases revealed, according to the Department, a quantity of items that were not required, and Laird recommended that, in future, surrenders should not be made according to a specified list (Tyler and Wright 1978a, 126-28).

The Band sent another request to Headquarters on June 8, 1903, asking that the surrender and sale take place so that the younger men leaving school could be outfitted, unless the Department could provide the money. W.A. Orr of the Lands and Timber Branch sent the request to Deputy Superintendent Frank Pedley with an urgent endorsement, and suggesting a larger area to be surrendered, as Laird had earlier recommended. Gibbons was sent the surrender documents within a week, authorized by Pedley to take the surrender. Commissioner Laird was not notified (Tyler and Wright 1978a, 129).


MICHEL
IR 132
Sturgeon River
N
Surrendered
1903
Lake
Calahoo

COTE IR 64
Surrender of 1904
Location: east-central Saskatchewan, on the Assiniboine River, near present-day Kamsack
Reserve surveyed: 1877 by William Wagner
Size: approximately 36,160 acres
Area surrendered: 272 acres for townsite and 30.06 acres for station grounds
Treaty 4
Pelly Agency

Chief Gabriel Cote signed Treaty 4 in 1874 on behalf of his Cree and Saulteaux followers. William Wagner surveyed his reserve in 1877. The Band was attached to the Birtle Agency until the creation of the Pelly/Swan River Agency in 1889 (see Key IR 65, below).

With the appointment of a full-time agent for the new agency, including the Key, Keeseekoose, and Cote Bands, the economy gradually improved, although Agent W.E. Jones was initially pessimistic. Because the land was not well suited for grain, and there was at yet no railway for marketing grain, the efforts of all three bands turned to stock raising, gradually increasing their stock under Jones's direction. Cote had 269 head of cattle in 1891, according to the Annual Reports, and 456 head by 1900 (Annual Reports of the Department of Indian Affairs, 1892, 59-61; for 1900, 173).

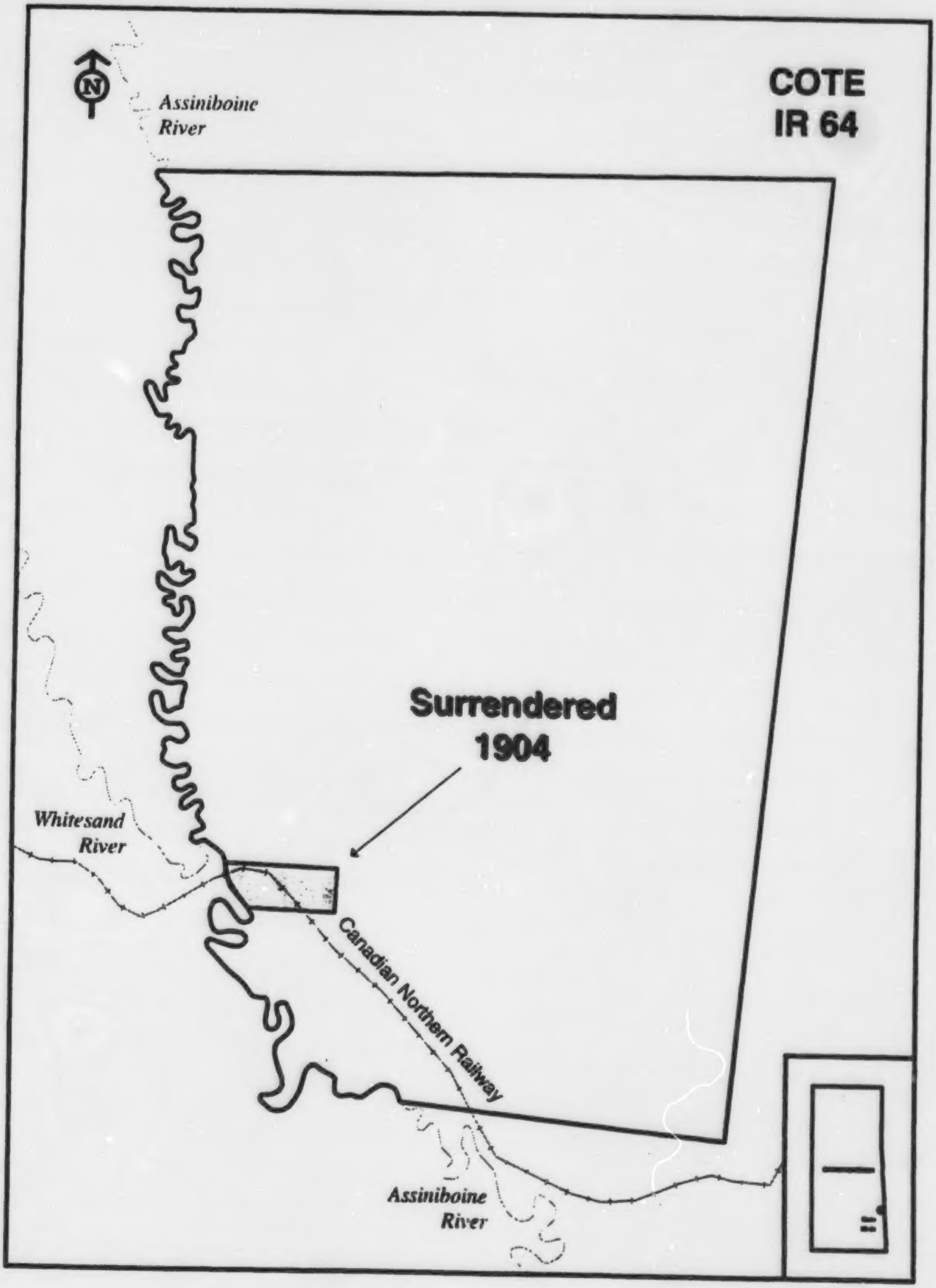
Jones requested and got permission to have 20.5 square miles between the White Sand and Assiniboine Rivers set aside as haylands for the Agency. These haylands were surveyed in 1892 and set aside by Order in Council in 1893 (see Key, below). Through a complicated series of events, after the loss of the northern part of the haylands in 1898, the interest of Cote in the haylands was placed in competition with that of the other two bands. The Department intended to add the Township 30 haylands to one or more of the existing reserves, but only in exchange for some of their land. The reason was that Surveyor A.W. Ponton and others had determined that the bands had more land for their current population than was mandated by treaty (NA, RG 10, vol. 7770, file 27117-1, letter of February 10, 1898).

Agent Jones was replaced by R.S. McKenzie in 1900, under allegations by merchant E.A.W.R. Mckenzie and Agent Markle at Birtle that he did not make the Indians work for rations and did not make use of merchants on the patronage list. Agent McKenzie tried in 1902 to secure the haylands for the use of the Cote Band, who wanted the land for their cattle. The Chief mentioned this objective to Commissioner Laird, who told him that an exchange was necessary. After an initial reluctance to surrender any of the existing reserve, the Chief asked McKenzie to pursue the matter. On October 8, 1902, and again on November 4, McKenzie wrote to Laird to say that the Chief had indicated a willingness to exchange. Laird passed this information on to Headquarters, recommending that McKenzie be authorized to make an exchange. McKenzie then identified a portion of the haylands bordering on the Assiniboine. At the same time, the interests of Keeseekoose were also being discussed (NA, RG 10, vol. 3561, file 82/1).

The matter rested until a new agent, Henry Carruthers, replaced McKenzie. Carruthers brought forward the interests of the Key, and went so far as to take a vote from the Key on the advisability of an exchange for Township 30 haylands. Carruthers then tried to suggest a plan for dividing the haylands for Key and Cote, and on December 21, 1903, he specified that Cote would exchange land on the northeast corner of the reserve (ibid.). Once again the issue of an exchange was postponed, however, pending investigation into homesteads granted by the Department of the Interior in the Township 30 haylands.

Meanwhile, in May 1903, the Canadian Northern Railway moved onto the reserve to begin the grading for a line to pass through the southern part of the reserve. Pedley wrote to Mackenzie and Mann asking for a deposit of $250 and the submission of a plan for proper authorization of the right of way. The contractors began work before the company responded, and Pedley threatened on June 12 to take action against them for trespassing. The deposit was immediately forwarded through Munson and Allan (solicitors for the railway) of Winnipeg. The right of way taken was for 44.56 acres, compensated at $8 per acre. An Order in Council was passed on July 14, 1903, authorizing the right of way expropriation (NA, RG 10, vol. 7668, file 22117-2).

In September 1903, MacKenzie and Mann applied to purchase 574.46 acres of the reserve for station ground and townsite purposes in the southwestern part of the reserve, just south of the contentious haylands. The Department inquired as to why such a large amount of land was needed. Meanwhile, Assistant Indian Commissioner J.A.J. McKenna had already begun to negotiate with the Cote Band.


COTE
IR 64
N
Assiniboine River
Surrendered 1904
Whitesand River
Canadian Northern Railway
Assiniboine River

COTE IR 64
Surrender of 1905
Area surrendered: 18043 acres (approximately 6000 of which were replaced by hayland acreage)

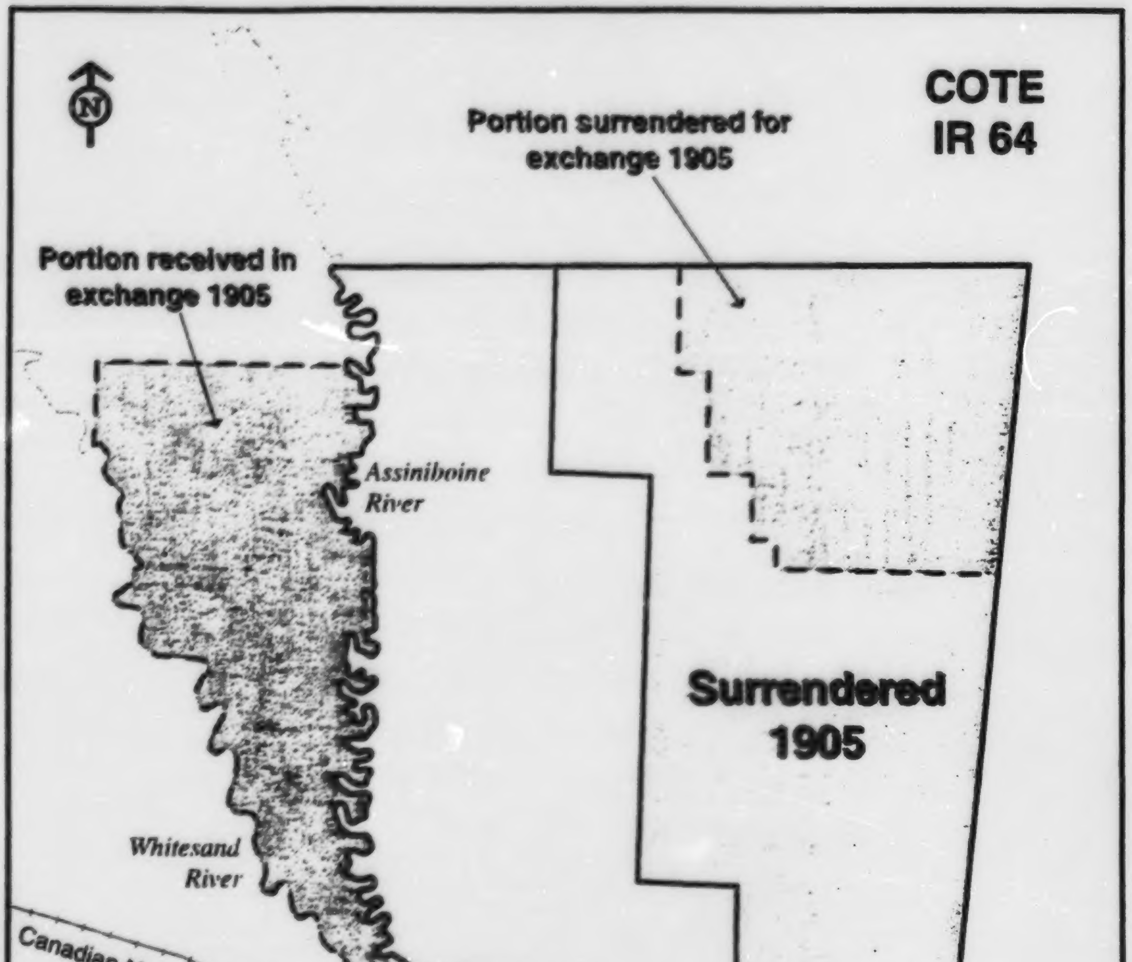
See Cote 1904 surrender above for the background.

The June 21, 1904, surrender for the townsite and station grounds represented only the beginning of the demand for Cote lands. The proximity of the reserve to the growing Kamsack townsite increased the demand for land, and the question of a surrender in exchange for the haylands was still outstanding. After the vote at the Key for exchange, the Department's attention turned to Cote as the most likely of the three First Nations to receive the Township 20 (Pelly) haylands in exchange for some of their original reserve lands. Problems with homestead entries on the haylands delayed the issue until1905.

The Commissioner of Dominion Lands, J.G. Turiff, wrote to the Department of Indian Affairs just after the townsite surrender, on June 27, 1904, to inquire whether half of the reserve could be opened to settlement. He was told by Deputy Superintendent General Frank Pedley that, given the present attitude of the Indians, it was unlikely that a surrender could be taken (NA, RG 10, vol. 4011, file 260260-1).

Frank Oliver wrote to Pedley on July 3, 1905, saying that Canadian Northern wanted the whole southern portion of the reserve opened for sale. He asked Pedley for a report on this matter, and an internal report was prepared by James J. Campbell, a clerk in the Department in Ottawa. Campbell remarked on the efforts of band members to outfit themselves for farming following the 1904 surrender and on the need for the haylands, or at least 1000 acres of them. He did not believe that the loss of the southern third of the reserve would be a hardship, as long as the Band acquired the haylands. He advised asking the Commissioner for a report on the facts, however. Campbell said that he thought the surrender would "put some settlement between them and [the town]," but that it might be a good idea to wait a few years before putting the lands on the market, since they would likely increase in value as the town grew (ibid., Report of July 19, 1905). The land in the proposed surrender was on the northeast side of the reserve, and not near the townsite on the southwest side.

Very soon after receiving this report, Oliver asked his man in the field, the Reverend John McDougall, who was newly hired to take surrenders, to negotiate a surrender with both Cote and Fishing Lake.


COTE
IR 64
Portion surrendered for exchange 1905
Portion received in exchange 1905
Assiniboine River
Surrendered 1905
Whitesand River
Canadian Northern Railway
Assiniboine River
N

MOSQUITO/GRIZZLY BEAR'S HEAD/LEAN MAN IR 110 AND IR 111

Surrender of 1905

Location: Eagle Hills, Saskatchewan, south of Battleford

Reserve surveyed: undivided reserve for Grizzly Bear's Head and Lean Man, by Surveyor John C. Nelson

Size: 23,168 acres

Area included in surrender: 14,400 acres

The reserve as surveyed by Nelson in 1884 adjoined that of another Assiniboine/Nakota First Nation, Mosquito. This reserve was surveyed by George A. Simpson in 1879. When Grizzly Bear's Head and Lean Man brought their people north from the Cypress Hills in 1882, they located next to Mosquito.

Treaty 4 and Treaty 6

Battleford Agency

The request for a surrender came from Agent Joseph Peter George Day in 1905. The economy had been changing for the three bands, as it had for many others. In earlier years, drought and other factors had led to discouragement with grain farming, and there had been discussions around 1890 about the possibility of moving the bands to a more agriculturally productive area. By the time of the surrender, they had moved to a land-intensive livestock operation, supplemented by hay sales and the production of wood and craft/tool items for sale (Tyler nd(b), 7-15).

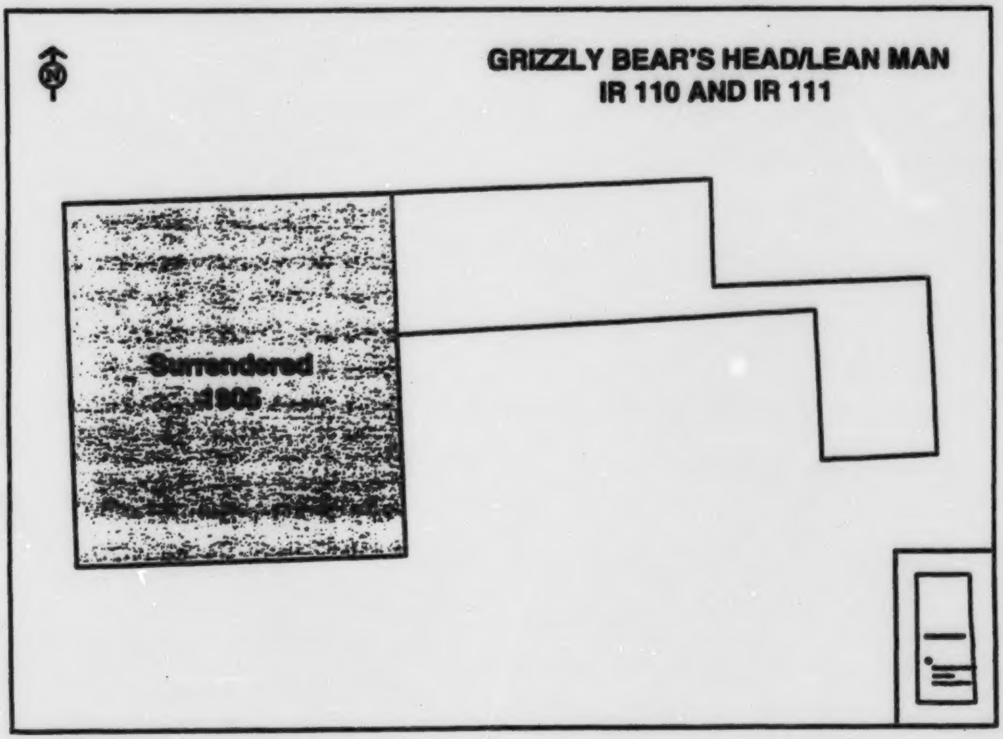
The bands appeared to be doing well in this industry, but were restricted by departmental officials to selling hay to the Industrial School, so as to reduce competition with non-Indian farmers. Because the Department found the Assiniboine to be resistant to many of their policies, such as school attendance, they prohibited the bands from electing the leadership that had been deposed during the Rebellion (Tyler nd(b), 15-16).

On February 6, 1905, Day wrote to Indian Commissioner David Laird about a request from the three bands to surrender 22½ sections of land, located within undivided reserves 110 and 111, set aside for Grizzly Bear's Head and Lean Man. The reason given, according to Day, was that band members were diminishing in number and wanted to receive more immediate benefits from the land (NA, RG 10, vol. 4013, file 271245). Day also asserted that the three bands "have grown to be regarded" as one band.

Assistant Commissioner J.A.J. McKenna picked up the proposal and endorsed it, commenting that it was likely that the land sales would bring a good price. The matter was passed on to Deputy Superintendent Frank Pedley, who recommended it to the Prime Minister, who was acting

Superintendent General of Indian Affairs until the appointment of Frank Oliver on April 8, 1905. This recommendation, made on March 23, 1905, noted a decline in population and an aging populace that desired assistance (ibid.). Pedley then authorized Day to take the surrender, and he enclosed the necessary forms, which were forwarded to Day by McKenna (ibid., Pedley to Laird, April 4, 1905).

The demand for this surrender purportedly came from the Band. However, it is worth considering that because some government officials later acquired the land, and the surrender was endorsed with the projections of good sales, there may have been some external demand as well. Also, there was no elected leadership at this time, so it is unclear who was speaking on behalf of the band.



CARRY THE KETTLE IR 76

Surrender of 1905

Location: Indian Head/Sintaluta, Saskatchewan, south of the Qu'Appelle River
Reserve surveyed: 1882/1885 by John C. Nelson
Size: 46,848 acres
Area surrendered: 5760 acres
Treaty 4
Assiniboine Agency

The Carry the Kettle First Nation was made up of two bands, The Man Who Took the Coat and Long Lodge, both of whom adhered to Treaty 4 in 1877 at Fort Walsh. Pushed out the Cypress Hills in 1882, the bands moved onto a new reserve at Indian Head and were amalgamated under Chief Carry the Kettle.

Like the other First Nations in the area, the Band began to farm. Agents' reports in the decade before 1905 show evidence of progress in this area; earnings from cattle and crops were being used to buy additional livestock, food, and equipment. Commissioner David Laird reported in 1902 that the Assiniboine Agency was among only four agencies that year which were largely supplying their own flour, beef, and vegetables (McMahon nd, 1).

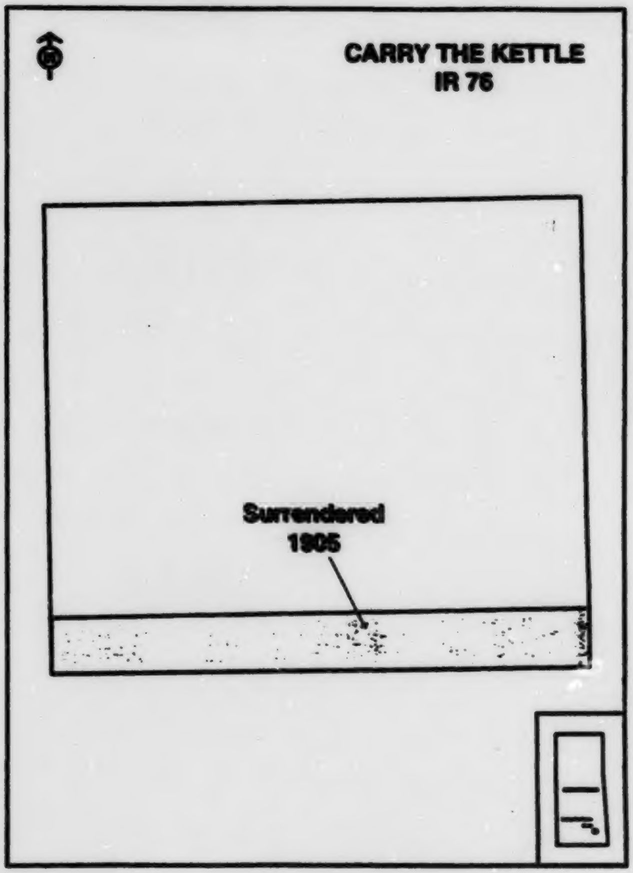
In 1903, in his Annual Report of August 15, Thomas Aspdin reported favourably on agricultural progress and listed the implements purchased by the Indians out of their earnings from cattle, hay, firewood, and crop sales: two binders, seven mowers, one seeder, two wagons, one democrat, 2500 pounds of wire, one force-pump, 100 feet of piping, and numerous small items (Canada, Annual Report of the Department of Indian Affairs 1903, 134-35). In his 1904 report, Aspdin reported that the cash market for hay was lucrative and that the Band had had fewer cattle losses over the winter than nearby settlers. "In fact, with the exception of a few old and sick, I am glad to report that the band is self-sustaining and the ration-house is a thing of the past" (ibid., 1904, 125-27).

The first inquiries about surrender date from 1901, when A.H. de Tremaudan of Montmartre, Saskatchewan, wrote to James Douglas, MP, about opening the southern part of the reserve to sale and settlement. He considered this section unused and the hay wasted (NA, RG 10, vol. 4001, file 208590-1).

Secretary McLean wrote to Indian Agent Thomas Aspdin and asked for a report on a potential surrender, and on the timber supply on the reserve. The Band told Aspdin that they did not want to sell and that they wished to protect their reserve against white encroachment. Aspdin reported that he did not foresee any surplus hay or timber for sale, given the recent growth in the cattle industry (ibid., letters of February 12 and 25).

In late December 1904, Aspdin forwarded a request from the Chief, headmen, and about 25 others for a surrender of the nine southern sections of the reserve. In return, the Band asked the Department that its debts for a threshing outfit be paid out of the sale, with the remainder of the principal to be used for the benefit of the band (ibid., letter of December 16, 1904).

It appears there was outside demand and departmental support for this surrender. Why did the Band change its opinion about the surrender between 1901 and 1904? Also, why would the internal demand arise during this period, when the Band was successfully paying for its own implements?



ALEXANDER IR 134
Surrender of 1905

Location: 25 miles northwest of Edmonton, Alberta, at Rivière qui Barre
Reserve surveyed: 1880 by George A. Simpson
Size: 26,240 acres
Area surrendered: 9518 acres
Treaty 6
Edmonton Agency

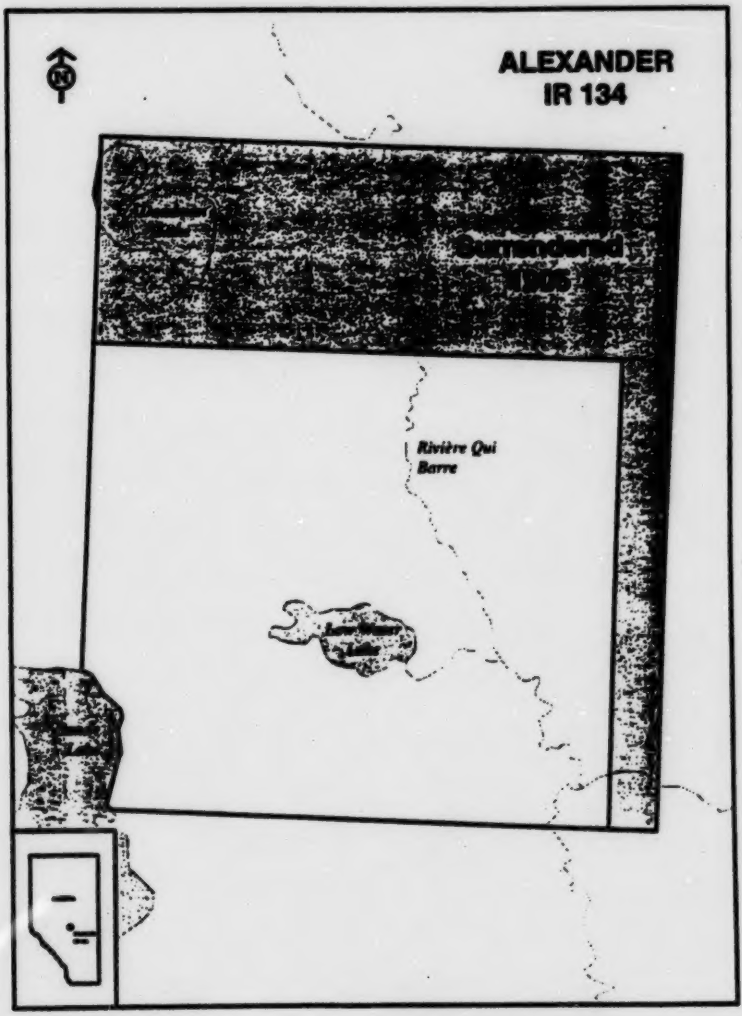
The information presented in this surrender is based on Specific Claims Branch (SCB), "Alexander 1905 Surrender: Preliminary Analysis," May 1992 (this document does not contain citations for many of the archival documents referenced within it), and "Alexander First Nation: Overview of the Surrender Claim of the Alexander Band," Statement of Claim, June 1990.

The demand for the Alexander surrender arose subsequent to the surrenders of the Passpasschase, Michel, and Enoch/Stoney Plain reserves. Frank Oliver at the *Edmonton Bulletin* continued to press for the opening of reserves to settlement and for the removal of the Indians to a distance from the towns. Oliver, who had advocated the early surrenders of the Edmonton district reserves while he was still an MP for the Territories and a businessman, replaced Sifton as Minister of the Interior in April 1905. The year before, J.A. Markle had been appointed the Inspector of Indian Agencies in Alberta. James Gibbons was appointed Indian Agent at Edmonton after the death of Charles de Cazes in 1898 (see Michel, 1903, above).

Chief Alexander was deposed in 1903, by Order in Council 243269 on May 13, 1903, for intemperance and for acting as a bad influence on the Band. He was not reinstated until July 14, 1906, after the surrender. In late 1903 Agent Gibbons asked on behalf of the Band whether another chief could be elected. The response is not recorded, other than to refer the matter to the Commissioner's Office. No elections were held. There was another request from the Bishop of St Albert to Oliver in October 1905, asking for the reinstatement of Chief Alexander. The request prompted internal correspondence and a recommendation from Markle (see below) in October 1905 that the former chief be reinstated when the three-year period of deposed was completed in May 1906, so long as his behaviour was good. Agent Gibbons reported that Alexander had been away hunting from the spring of 1904 to the fall of 1905 (SCB 1992, 55-58).

On August 12, 1904, Markle wrote to Indian Commissioner David Laird relaying a request by the Band to surrender 12 or more sections on the northern portion of the reserve. Laird noted on the document that the matter should wait a year or two (NA, RG 10, vol. 6666, file 110A-3-1). One year later, the request was repeated, through Markle to Laird. It was for a surrender of 11,700 acres of unused pasture land in exchange for a fence, gates, 50 mares, two Clyde stallions, a planer, and a shingle mill (ibid., letter October 12, 1905).

The request for surrender appears to have come from the Band, but it came through the Inspector, and not directly in the words of any band representative. If the deposed Chief was away during the time that the surrender demand was being put forward from the Band, who was making the request to Markle on behalf of the Band?



MICHEL IR 132
Surrender of 1906

Location: 20 miles northwest of Edmonton, Alberta
Reserve surveyed: 1880 by George A. Simpson
Size: 25,600 acres
Area surrendered in 1903: 7800 acres; in 1906: 2400 acres
Treaty 6
Edmonton Agency

See surrender of 1903 for background. After the 1903 surrender and the sale by tender in 1904, there were repeated requests to purchase unsold lands from Michel IR 132 (see chapter 6, Michel, 1903).

On October 9, 1905, Frank Oliver's private secretary, J.B. Harkin, forwarded a petition to Deputy Superintendent General Frank Pedley from settlers at St Peter, Alberta. The settlers called for a surrender of the eastern part of the reserve and a fence to keep settlers' cattle off the reserve. A note was written on the request, which said that Oliver would like Pedley to take action. Pedley in turn asked Agent James Gibbons to supply a description of the lands for surrender (Tyler and Wright 1978a, 149-50).

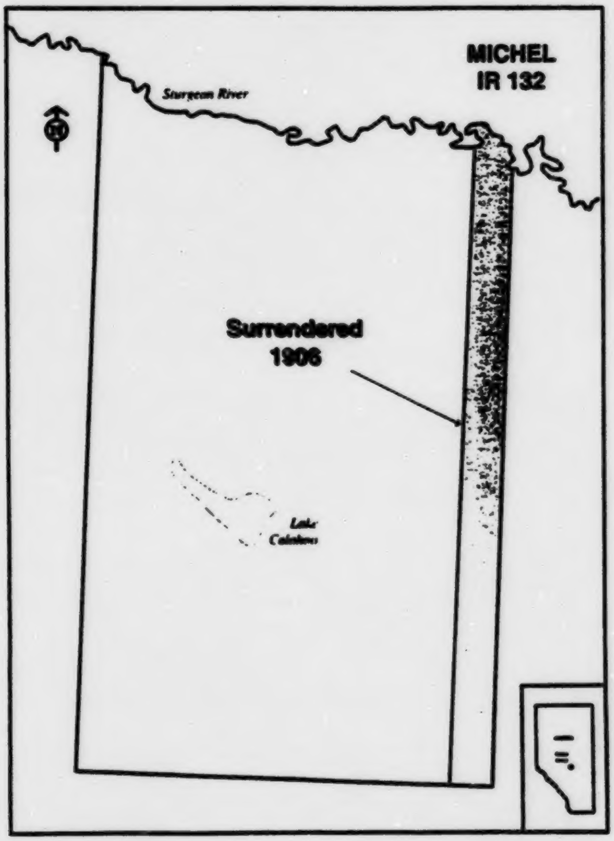
Gibbons complied, but pointed out that the Band was unanimously opposed to a new surrender. They were still upset that they were not receiving proceeds from the 1903 surrender and claimed that it would have been better for them to sell timber from the unsurrendered and unsold land. Oliver asked Pedley to give him information on the unsold lands, which Pedley supplied on November 23, 1905. Pedley said that the average value of the unsold lands was $3.84 per acre (Tyler and Wright 1978a, 150-51).

A businessman from Edmonton, Claude Gallinger, wrote to Secretary J.D. McLean asking to buy the unsold land at $3.84 per acre. This letter was soon followed by more inquiries, from Joseph Lagasse, of St Albert, and Maurice Knowles, of Edmonton. There was also reference in the letter from Legasse to the proposed surrender. Pedley recommended on December 28 that another sale by tender be made, but was apparently instructed by Oliver to accept Gallinger's offer, in spite of protests by the Band that unsold land should not be let go at $3 and $4 per acre. Plans went ahead to close the sale, but in June 1906 Gallinger decided he did not want to buy the land (Tyler and Wright 1978a, 152-53, 162).

Inspector J.A. Markle learned from Gibbons at the end of December that the Band had apparently made a proposal to the government to obtain one section per family clear title, with enfranchisement, and to surrender the remainder of the reserve. This proposal apparently came very soon after their refusal to surrender the land wanted by the St Peter residents, but may have reflected frustration with Indian Affairs restrictions on agriculture and its failure to sell the land and provide benefits (see Tyler and Wright 1978a, 153-54). In late December, Markle met with the Band and discussed the matter of surrendering the eastern portion of the reserve. He told the Band that it was unlikely that their December proposal for a total surrender would be accepted by the Department.

On January 2, 1906, the Band went to the agency office and proposed a surrender of the eastern strip if it could procure outfits for eight farmers by July 1. The clerk at the office took it upon himself to tell them that they should not put such a definite date on the outfitting, as this would depend on the sale (Tyler and Wright 1978a, 156-57).

The surrender demand appears to have come both from within the Band, perhaps from the younger farmers, and from outsiders, encouraged by Oliver, who wanted to buy the reserve land. It is unclear why the Band changed its mind about wanting a surrender.



THE PAS IR 21A
Surrender of 1906

Location: east-central Manitoba, at junction of Saskatchewan and Pasqua Rivers
Reserve surveyed: 1883 by W.A. Austin
Size of IR 21A: 1599.19 acres
Area surrendered: 500 acres (IR 21A was one of a series of reserves for the Band, totally 15,657.08 acres)
Treaty 5
The Pas Agency

The Indians of The Pas Band adhered to Treaty 5 in 1876. One of the parcels of reserve land they received was The Pas Mission Reserve IR 21A, surveyed in 1883. This reserve straddled the Saskatchewan River at the juncture with the Pasqua River and contained 1599.1 acres.

The reserve site became interesting to the Canadian Northern Railway (CNOR) with the expansion of its lines after 1903. On June 22, 1905, the law firm Munson, Allan, Laird, and Davis, representing CNOR, wrote to Indian Commissioner David Laird about the imminent construction of a branch from Erwood to the Saskatchewan River, since the line would cross the Pas Mission reserve. The letter requested attention to the right of way that would be needed (NA, RG 10, vol. 3561, file 81/31). Laird forwarded this request to Secretary J.D. McLean, who instructed Laird on June 30, 1905, that, given past problems in collecting compensation, a new departmental rule on rights of way insisted that a deposit on compensation be paid before construction began. Assistant Commissioner J.A.J. McKenna replied that it would not be fair to expect the railway companies, which were moving very quickly, to put a deposit down, nor to hold them up in the paperwork required by the Department. In his July 4 letter, McKenna argued that consent should be enough to allow the railways to proceed, and that faith should be placed in the company to pay compensation later (ibid.).

The very next day, July 5, the engineers for CNOR (whose office, like that of McKenna and Laird, was in Winnipeg), wrote to their solicitors requesting 53 acres for right of way and 18.5 acres for station grounds on the reserve. They anticipated the start of construction within a few days. Again on the same day, the solicitors wrote to McKenna, rather than to Laird, and made reference to McKenna's letter to McLean of the 4th, which they had obviously been sent. They also made reference to the fact that they had not yet received the plan for the right of way from the head office in Toronto. They were, however, willing to place a deposit to secure the right to begin construction (ibid.).

McKenna wrote the Indian Agent for The Pas Agency, Joseph Courtney, asking for an approximate value per acre based upon the general location of the line. This letter was also dated July 5, as was McKenna's letter to McLean telling him about the request and his own response to it. McKenna recommended a deposit of not more than $300. Two days later the solicitors wrote to McKenna saying that the CNOR legal department in Toronto had asked the Indian Department to accept a $200 deposit, and this was being forwarded the same day. McLean wrote to Laird on July 25 and asked him to instruct the company to send the plan, to be certified in the usual manner by the Chief Engineer of Railways and Canals. The agent at The Pas, Joseph Courtney, did not reply until August 3:

> I have the honor to say that the only part of the Reserve on the south side of the Saskatchewan River suitable for station grounds is where their trial line of survey crosses the river. It contains from 50 to 70 acres and is the only dry, clear and habitable portion of the Reserve on this side of the River. On it there are 30 occupied Indian dwellings, the agent's residence, and government schoolhouse. (Ibid.)

Courtney placed a minimum value on this land at $50 per acre exclusive of improvements.

S.R. Marlatt of the Lake Manitoba Inspectorate confirmed this view on September 26, 1905. He thought a line would cause serious damage, but if the line had to be run there, then at least the station grounds should be placed on the far side of the river. He raised the value to $75 per acre, whereas land on the north side might be only $20 per acre. Obviously Marlatt had not yet seen a plan, and neither had McLean, according to a further request of October 3. McKenna wrote to McLean on October 6 saying that it was possible that the Department was already committed to CNOR's application, whatever it was, by accepting the deposit: "If the Department should decide that the interest of the Indians of the Pas Reserve demands non-compliance with the application, that decision might better be announced in advance of further proceedings by the Company." McKenna also supposed that CNOR might find the price too high (ibid.).

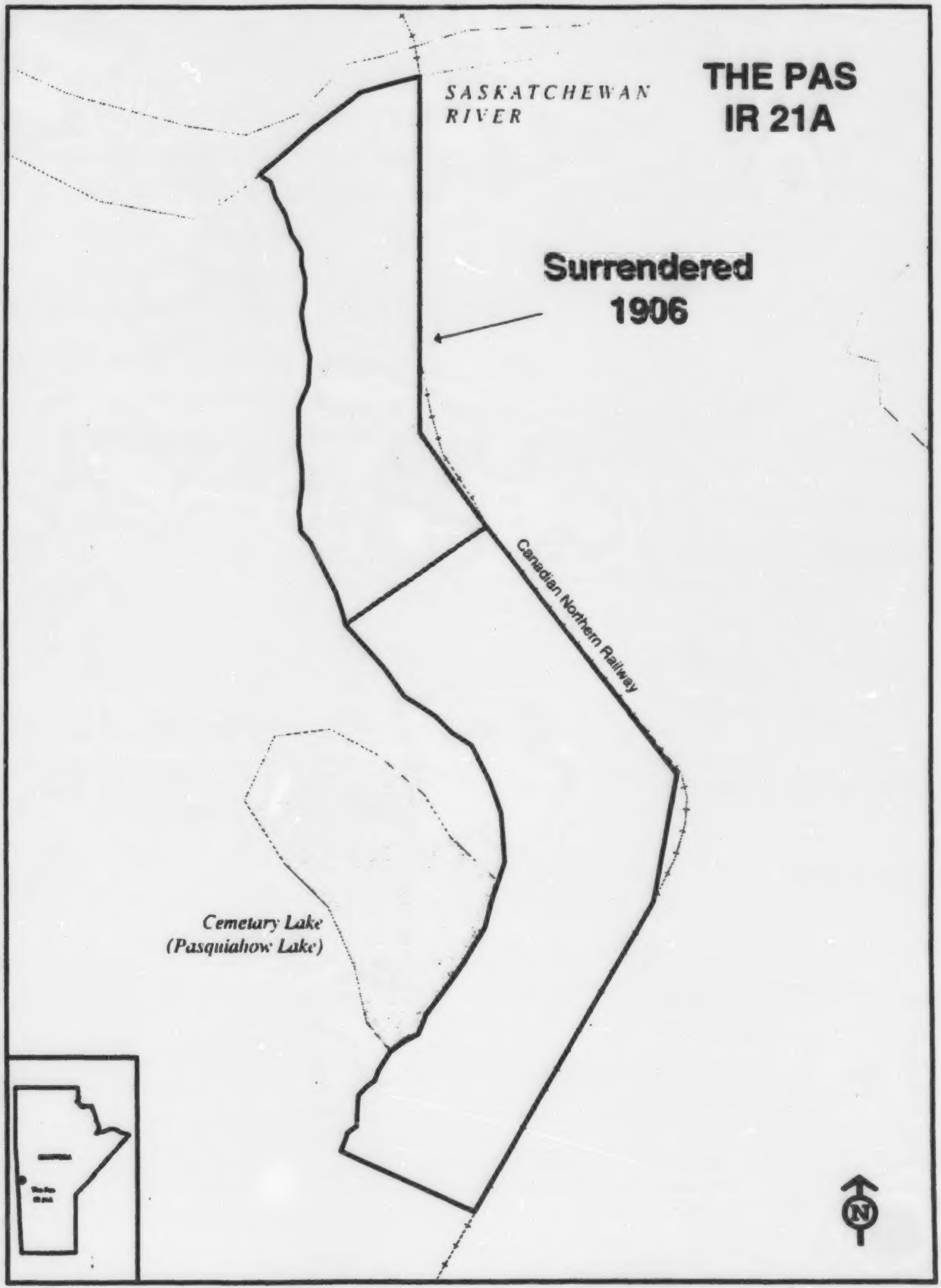
It is not clear from the record where the process went from there, but on June 6, 1906, nearly a year after the CNOR engineers had said that construction was to begin immediately, McLean wrote to Laird that no plan had ever been filed and that CNOR had not made a sufficient deposit to enable it to begin work. Marlatt wrote to Laird on June 11, 1906, and said that he understood from reports from The Pas that construction had already begun (ibid.)

Marlatt had already considered the issue of the value of the site where the proposed station grounds were to be, south of the river. He had written to Laird on May 31, 1906, and said that he had gotten applications from local residents to purchase land on the reserve. "The point named is likely to become quite an important place in the district; it is the only desirable spot on the south side of the river for many miles. . . .I have the honor to recommend that the Indians be asked to surrender five hundred acres off the north end of Block A." Marlatt described this block as being exclusive of the lands occupied by the HBC and the Anglicans, but including the portion occupied by the Indians. He also proposed:

> That each family get $50 to remove their houses
> That the land be laid out immediately as a town site
> That the lots be sold by the Agent, who would fix the prices
> That the terms of sale be 1/3 cash, with the balance in 1 or 2 years at 6%
> That the remainder of the money, minus advance for removal, be capitalized to the band
> That actual settlers in the area, rather than speculators, be given special considerations as to price and location, provided they do not apply for more than two acres
> Ten acres of the surrendered portion be retained by the Department for the agency and school

Marlatt recommended moving quickly to take the surrender at annuity time, and Laird sent the letter to McLean with his endorsement. The surrender would allow the Indians to be removed from close proximity to the station, a situation that would not be good for them. Moreover, "the price they would obtain for the land if surrendered would be far more advantageous to the Indians of the Band, than any use they could make of it by occupying same." Laird also raised the issue of the missing plan: Would the surrender be exclusive of the proposed station grounds (ibid., letter of June 1, 1906)?

Apparently Deputy Superintendent Frank Pedley sent the forms of surrender to Laird, with authorization for Marlatt to take the surrender (see Chapter 5, Consent).


THE PAS
IR 21A
SASKATCHEWAN RIVER
Surrendered 1906
Canadian Northern Railway
Cemetary Lake
(Pasquiahow Lake)
N

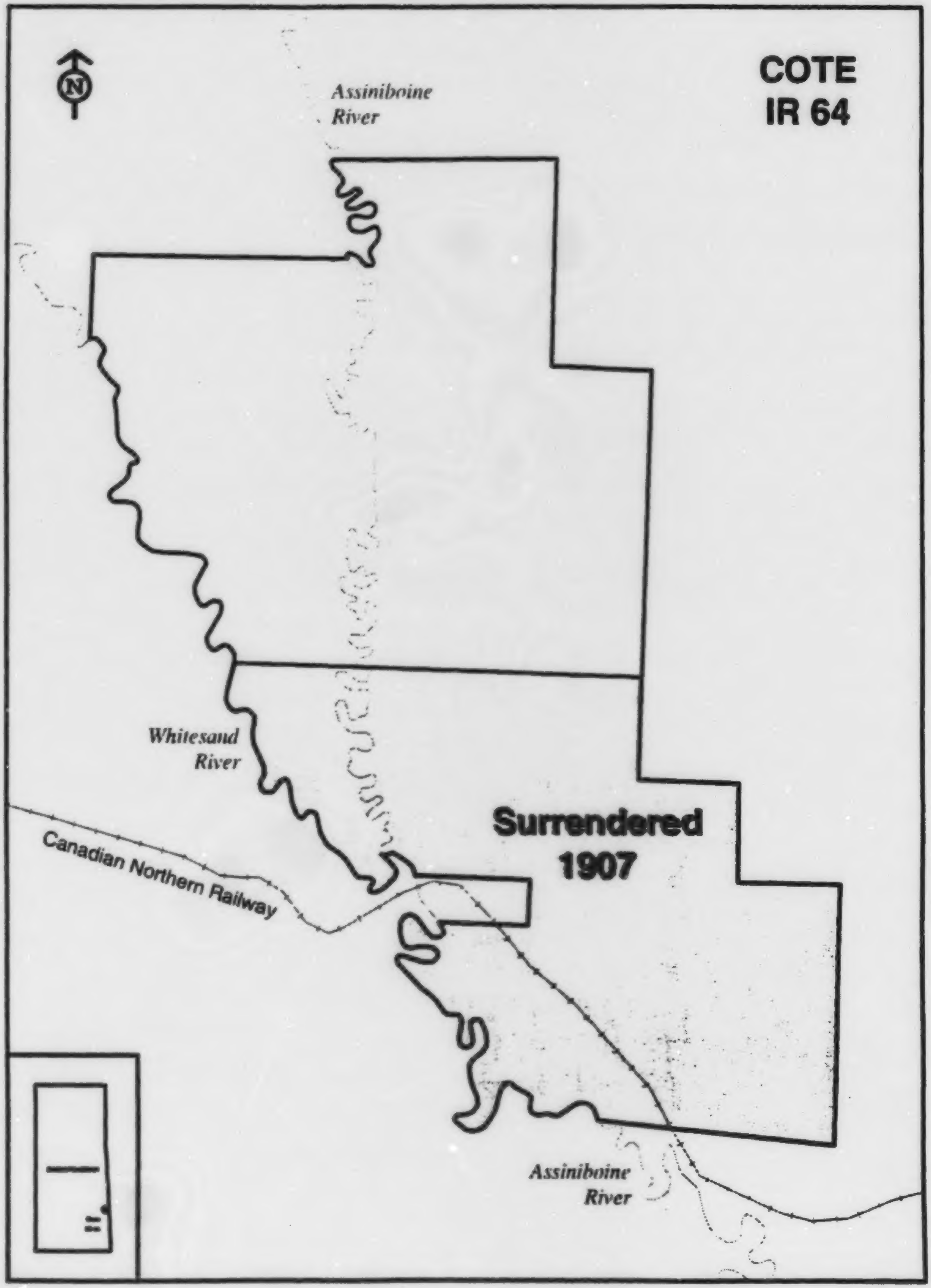
COTE IR 64
Surrender of 1907

Location: east-central Saskatchewan, on the Assiniboine River, near present-day Kamsack
Reserve surveyed: 1877 by William Wagner
Size: approximately 36,160 acres
Area surrendered: 10,740 acres
Treaty 4
Pelly Agency

For the background material, see the Cote 1904 and 1905 surrenders above.

In early 1907, a little over a year after the 1905 surrender, and just after an unsuccessful sale of surrendered lands, the Cote Band began to ask for the second payment of their equity from the surrender, due, at the latest, on January 19, 1907. Since the land sales had not brought sufficient funds to cover the second payment, the Department began to look for funds from elsewhere to make a partial second payment, and it planned a second auction in June.

Inspector W.M. Graham contacted the Department in early March with a proposal for a second surrender, and he asked the Department to hold off on the second payment. On March 7 he wrote to the Secretary and recommended that the 1905 surrender be "nullified" and that a new surrender, closer to the townsite, be effected. Graham was not sure he could get the Indians to agree, but, if so, he felt that the first payment made in 1905 under the terms of that surrender could be applied to the next surrender (NA, RG 10, vol. 4011, file 260260-2). Accountant Duncan Campbell Scott wrote to Deputy Superintendent Frank Pedley in support of the idea, on the assumption that it would be to the benefit of both the Indians and the settlers, since the land previously surrendered "was not of very good quality and did not attract settlers." In addition, the surrender boundaries ensured that the Indians had easy access to Kamsack. The new surrender would place a barrier between the reserve and the town. Scott suggested that Graham be asked to negotiate the new surrender (ibid.).


COTE
IR 64
N
Assiniboine River
Whitesand River
Surrendered 1907
Canadian Northern Railway
Assiniboine River

COWESSESS IR 73
Surrender of 1907

Location: Crooked Lakes, Saskatchewan
Reserve surveyed: 1880-81 by A.P. Patrick and John C. Nelson at Crooked Lakes; additional land added 1883-84 by Nelson
Size: 49,920 acres
Area surrendered: 20,704 acres
Treaty 4
Crooked Lakes Agency

This entry contains some parallel information on Kahkewistahaw, which is not covered in this report.

Cowessess, or Little Child, was a signatory to Treaty 4 in 1874; in the coming years his Band split, with some in the Qu'Appelle area and some in the Cypress Hills. The reserve laid out on the south side of the Crooked Lakes in 1880 and 1881 was designated for Louis O'Soup, head of a faction of the Band living in the Qu'Appelle area. Because this reserve was large enough for the entire Band, Chief Cowessess was encouraged to leave his location in the Cypress Hills, where a large portion of the Band was residing, and move onto the reserve with O'Soup. Chief Cowesses would resume his leadership. Additional land was added to this Qu'Appelle reserve in 1883-84.

The reserve was located close to the town of Broadview and the main line of the CPR. This location placed the Band near a market, but it also made band lands the envy of the settlers moving into the district. After 1885, Col. Allan McDonald was placed as agent in charge of the Crooked Lakes Agency, including Cowessess, Kahkewistahaw, Ochapowace, and Sakimay. In 1887 Cowessess was among the first bands in the North-West to be allowed by Indian Affairs to elect its own chief and councillors. Louis O'Soup was elected Chief, and over the coming years there was recurring tension between the band decisions and what the Department thought best in terms of leadership. The Chief from 1903 to 1910 was Joseph LeRat (Tyler nd(a), 47-51).

After 1885, the Band began to adapt to the same farming methods as the nearby settlers, using the new Red Fife wheat and experimenting with fallowing and other techniques. By 1897 most of the families were engaged in farming and were doing their own millling. They were known as the most successful Band in the agency in terms of farming. They were purchasing labour-saving tools and machinery, and paying for repairs, out of their own profits. Assisted by Agent McDonald, the Band ignored most of Hayter Reed's peasant policy demands.

Like many other bands, Cowessess farmers made use of the government-run cattle loan program, set up in 1887, to increase their stock; they also made private purchases. By 1896, when Agent J.P. Wright replaced McDonald, this seemed to him to be the best economic prospect for the Band. The southern part of the reserve offered a good hay supply, although Agent Wright also gave permits to outsiders to cut hay on the land, without the permission of the Band.

The Band also made a living by collecting and selling seneca rooot, selling firewood, tanning hides, and by wage labour. By 1900 only the sick and the elderly were receiving rations (see Tyler nd(a), 52-87).

As these events were taking place, outsiders were beginning to show an interest in the reserve, especially as the region was homesteaded. The location along the CPR line would have meant more rapid settlement for this community than for those farther removed from the rail. The first inquiry came in 1885, from Thomas Evans of Broadview, who asked whether the Indians on the reserve just north of Broadview might be removed elswhere. Evans wrote to both the Prime Minister and the Minister of the Interior. The Deputy Superintendent at the time, Lawrence Vankoughnet, said that this request would be investigated (NA, RG 10, vol. 7542, file 29108-1).

Then, in 1886, the Minister of the Interior was apparently approached on a western tour by a group of people from Moosomin. These settlers petitioned him to open up the Crooked Lakes reserves south of the river, given their proximity to the CPR. The Minister was asked to push the reserves north by 6 miles, so as to provide greater frontage along the river. This inquiry reached the ears of the Deputy Minister of Interior, A.M. Burgess, who then referred the matter to the Indian Department. The request fed down the chain to Commissioner Edgar Dewdney in Regina and thence to Agent McDonald. McDonald wrote on March 2, 1886, to say that he imagined that the Indians would be suspicious of the proposal and that the proposed loss of land on the southern end would endanger the hay supply, especially for Cowessess. He suggested that the hayland could perhaps be replaced by granting land north of the river, but that the Indians would be giving up more valuable land than they would be receiving (NA, RG 10, vol. 3732, file 26623). Vankoughnet advised Burgess that no attempt would be made to take a surrender, and Burgess replied that he believed it was "an exceedingly undesirable thing that for nearly twenty miles along the line of a railway there should be an Indian Reserve if it is possible to avoid it" (ibid.).

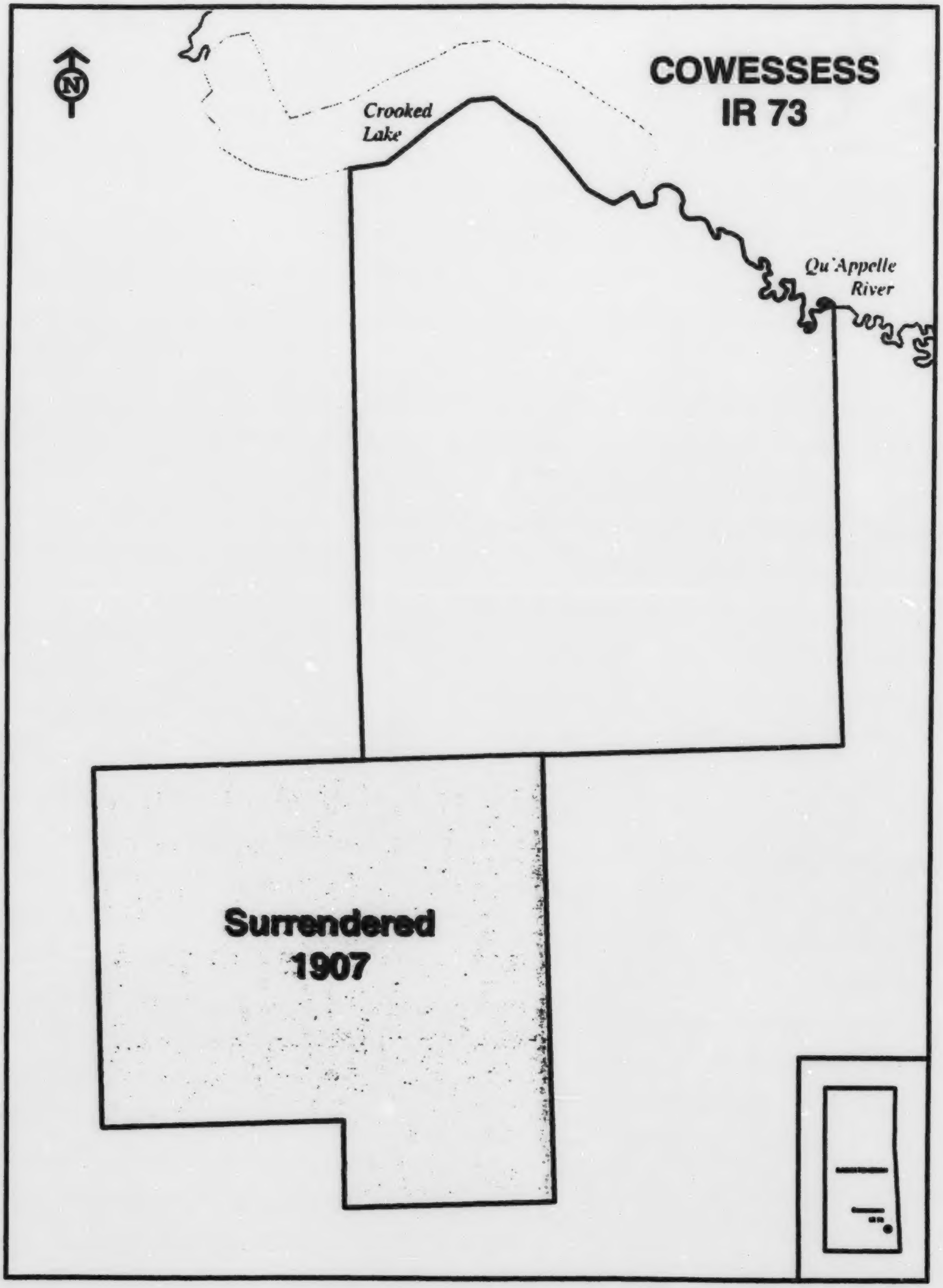
In 1891 the matter was raised again by G. Thorburn and a committee from the area. They gave the visiting Minister of the Interior a written resolution that referred to the inquiries of 1886 and reminded the government that it would be an opportune time to carry out the surrender. Once again Agent McDonald was asked to report, and he did so on May 10, 1891: "If these lands are surrendered by the Indians," he wrote, "no reasonable money value can recompense them, as their Hay lands would be completely gone, and this would necessitate no further increase of stock, which would of course be fatal to their further quick advancement and would be deplorable." He said he was willing to take a specific proposal to the Indians, but suspected that they would be unwilling (ibid.). The answer went to Thorburn, and the request stayed alive but dormant.

In 1899 the settlers got R.S. Lake, the Conservative MP for Qu'Appelle, to call on the Minister, Clifford Sifton, to bring forward their requests. Lake, in a separate memo and map, placed a value of $2.50 per acre on the land. Sifton referred the matter to Assistant Commissioner J.A.J. McKenna on January 19, 1899, and he forwarded the request to Surveyor A.W. Ponton on January 24. Ponton strongly endorsed the surrender proposal, noting that, with the decrease in population, the Band now had a surplus of land. Ponton thought that the land near the railway was needlessly tied up by the reserves and was preventing the development of market towns along the stretch adjacent to the reserves. In fact, said Ponton, he doubted that the Indians would "incur any loss" if all of Township 17 were surrendered (ibid.).

In a letter to Commissioner David Laird, Sifton agreed with Ponton, but he desired Laird's and the Agent's opinions. Laird had an opportunity to discuss the matter with Colonel Allan McDonald, who was now working in his office, as well as with Agent J.P. Wright and Lieutenant Governor A.E. Forget. Laird recommended a delay of a year or two to allow time for an experiment in growing brome grass, as an alternative to hay, to be tested, since the existence of haylands on the part of the reserves to be surrendered was still of primary concern to the local officials (ibid., letter of April 22, 1899). Sifton informed Lake of the decision, reminding him that Indian consent was necessary, but promising to keep the request in mind.

Agent Wright was replaced by Magnus Begg. In 1902 another petition was forwarded from local residents to the Minister of the Interior, asking for a surrender of a strip 3 miles wide along the southern boundary of the Crooked Lakes reserves. The petition copied the argument used by Lake and Ponton that the Indians had too much land under treaty. This petition, dated March 1, 1902, followed a similar proposal made by Agent Begg on January 13 to Commissioner Laird. Begg recommended a surrender of a 3-mile strip as well as Leech Lake reserve IR 74 (for Little Bone). The surrender would yield $12 per annum interest, which would allow the Indians to pay down debts and to purchase more cattle. Laird replied to Begg that it would do no good to have more cattle without the necessary hayland (NA, RG 10, vol. 3561, file 82/4). When the March petition reached Ottawa, the Interior Department pressed Secretary J.D. McLean of the Department of Indian Affairs to begin surrender proceedings. Laird was asked to meet with the Indians to discuss the proposal, which he did on April 16, according to a May 6 report. He did not include Cowessess in this meeting because he felt they needed their haylands, and they would not be close enough to Broadview to be of primary interest. The Indians of Ochapowace and Kahkewistahaw were opposed (NA, RG 10, vol. 3732, file 26632).

The Broadview contingent continued to press for a surrender. Sifton wrote to Deputy Superintendent Frank Pedley in 1904 requesting that McKenna approach the Indians again. McKenna wrote to McLean on March 19, 1904. He thought it would be inadvisable to have another meeting to the same purpose as that of 1902 in case the Indians felt that the Department was siding with the settlers. He recommended a quiet inquiry by the agent. This suggestion was endorsed and Begg was asked to meet with the Band, but he was taken ill and died before taking any action. John Lash of the Commissioner's Office discussed surrenders with the Band while he was paying annuities in 1904. Lash, according to a report from Laird on September 30, 1904, could not make any specific offers, but he suggested that the Band could fence the reserve from the proceeds. Apparently Chief LeRat of Cowessess requested that the entire proceeds from the sales be given to the Band to spend at its discretion, but Lash rejected the plan (ibid.)


COWESSESS
IR 73
N
Crooked Lake
Qu'Appelle River
Surrendered 1907

FISHING LAKE IR 89
Surrender of 1907
Location: near Wadena and Kylemore, Saskatchewan, on the CNOR line
Reserve surveyed: 1881 by John C. Nelson, at Fishing Lake, for a portion of Yellow Quill's Band
Size: 22,080 acres
Area surrendered: 13,170 acres
Treaty 4
Touchwood Agency

Fishing Lake was one of three bands or band factions affiliated with Chief Yellow Quill, a signatory to Treaty 4 via an adhesion of August 24, 1876. This reserve was one of three surveyed: Nut Lake, Fishing Lake, and Kinistino. At the time when the demand for the surrender arose, the three groups were paid and administered as one.

The demand for a surrender arose with the application by Canadian Northern Railway (CNOR) for a right of way through the northwest corner of the reserve. The request was made on November 9, 1903, in letter to Deputy Superintendent Frank Pedley, and it covered 67.31 acres. CNOR offered $5 per acre for the right of way, and Secretary J.D. McLean, on the advice of Indian Agent H. Martineau, accepted it on March 2, 1904.

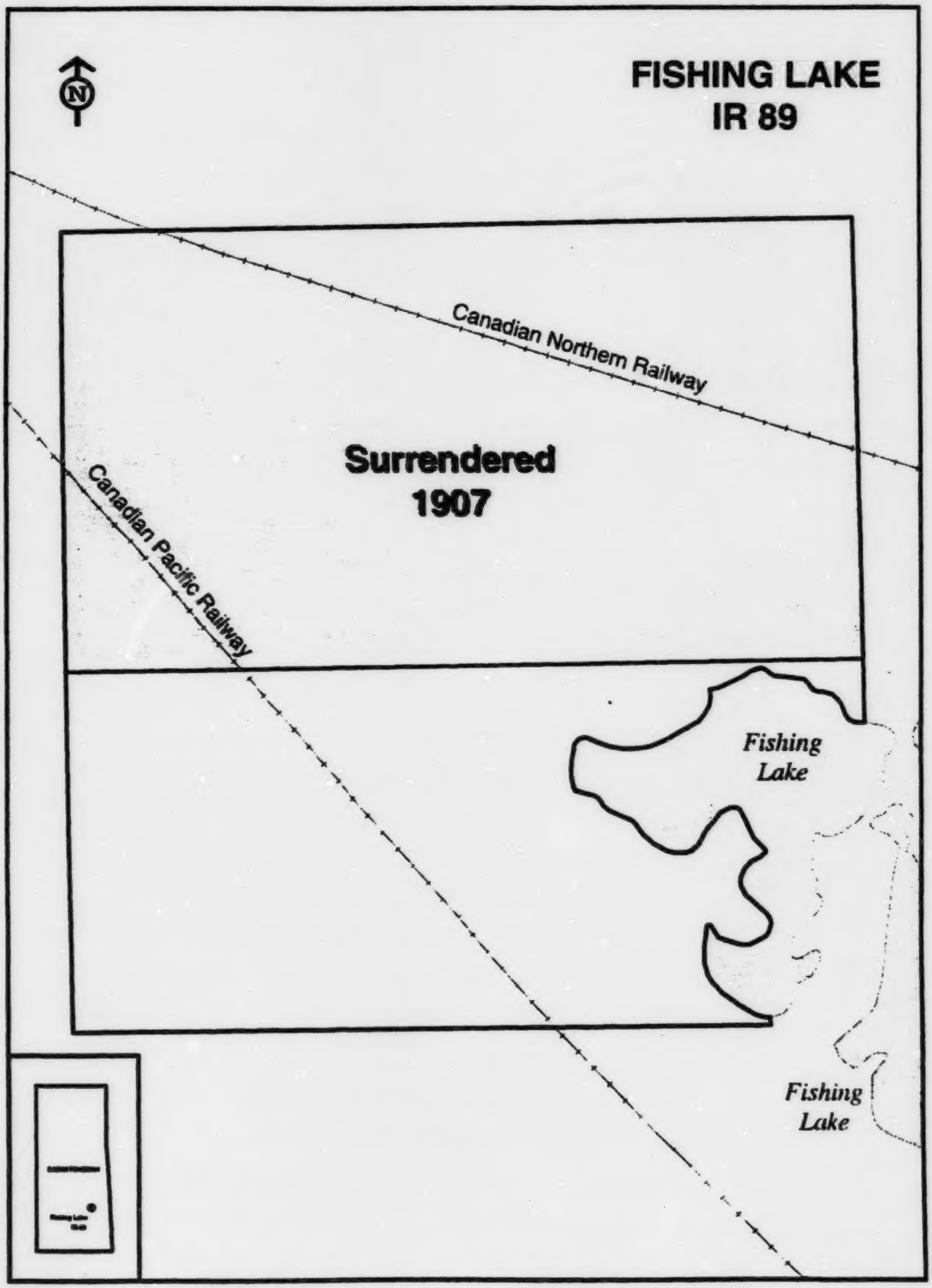
A request from CNOR for the purchase of a townsite on the reserve came to the attention of Assistant Indian Commissioner J.A.J. McKenna on October 24, 1904, via the Saskatchewan Valley and Manitoba Land Company. This company was handling townsite development. The company offered $10 per acre for 612.94 acres. Pedley advised Minister Clifford Sifton not to allow townsites to be developed on Indian reserves, and Sifton in turn issued a memorandum to Pedley on December 5, 1904, stating that it was departmental policy not to allow townsites on reserves (Public Archives Record Centre [PARC], file 675/31-2-17-89, CN vol. 1). A request for station grounds, at $5 an acre, was also made in 1904.

When Sifton was replaced by Oliver in April 1905, the demand arose again, this time in the form of a suggested surrender of land adjacent to the proposed station grounds. Oliver wrote to Pedley on July 3, 1905, asking for information about opening the southern part of the Cote reserve and the northern part of the Yelllow Quill reserve at Fishing Lake for CNOR townsite development (NA, RG 10, vol. 4020, file 280470/2). James Campbell, the clerk in the Regina office, wrote to the Deputy Minister on July 20 recommending a surrender of one-half of the reserve, with the rest to be surrendered when the land had increased in value. "Probably a surrender could be readily obtained," he said, "as these Indians have apparently more than the usual aversion to contact with white men" (ibid.). He wrote again to Pedley on August 22 and recommended that the handful of Indians at Fishing Lake be removed to Nut Lake. The reserve could then be supervised easily by the Agent from Pelly, H.A. Carruthers (NA, RG 10, vol. 3935, file 118537/1).

Meanwhile, Oliver had engaged Rev. John McDougall to act as his special agent in negotiating surrenders, at the rate of $10 per day. McDougall's first assignment was to negotiate with the Cote and Fishing Lake Indians. In a letter to McDougall dated August 29, 1905, Oliver implied that CNOR had made further "representations" for townsite development. He instructed McDougall to restrict his role to negotiation only, with the actual surrenders to be taken by authorized officers. McDougall was reminded that only 10 per cent of the proceeds of the sales could be offered at the time of the surrender (NA, RG 10, vol. 4020, file 280470/2, lettter from Oliver to Pedley, August 14, 1905). Campbell's suggestion to attach Fishing Lake to the Pelly Agency was also approved.

One of McDougall's first acts, in corroboration with Carruthers, was to establish a value of $25 per acre for the 13.82 acres desired by CNOR for station grounds, on the basis that a surrender might be forthcoming and the land would have a higher value if townsite development occurred (PARC, file 675/31-2-17-89, CNOR vol. 1, Carruthers to McLean, December 15, 1905). The Department and CNOR eventually compromised at $20 per acre.

So far, no documentation has been uncovered with regard to the band administration and the economy at the time of the demand. Judging from the documents pertaining to the CNOR requests, perhaps the demand came primarily from CNOR, with the support of Frank Oliver.


N
FISHING LAKE
IR 89
Canadian Northern Railway
Canadian Pacific Railway
Surrendered
1907
Fishing
Lake
Fishing
Lake

PEGUIS / ST PETERS IR 1
Surrender of 1907
Location: Selkirk, Manitoba
Reserve surveyed: 1873 by A.H. Vaughan
Size: 55,246 acres, including river lots
Area surrendered: 48,000 acres
Treaty 1
Clandeboye Agency

The materials on this surrender are extensive. The controversy surrounding it led to more contemporary documentation than was recorded for other surrenders, and the documentation has since been extensively researched. The account that follows is greatly condensed and is based on three secondary sources, all by Tyler, Wright, and Daniel Ltd.: 1979, "The Alienation of Indian Reserve Lands during the Administration of Sir Wilfred Laurier, 1896–1911. The St. Peter's Reserve #1," 1983a, "A Brief History of the St. Peter's Land Question to 1896," and 1983b, "The Illegal Surrender of St. Peter's Reserve."

The Peguis Indians were an integral part of the mixed Indian, Métis, and white population at Red River. Their settlement was recognized as a reserve after the Selkirk Treaty of 1871, but many of the Indians, like their neighbours, farmed river lots along the Red River. In addition to farming, they made a living by hunting, fishing, and wage work. By the time of Treaty 1 in 1871, Chief Peguis had died and had been replaced by his son, Henry Prince.

In 1871, provision was made in Treaty 1 for a reserve for his Band on both sides of the Red River, within St Peter's Parish, so as to furnish 160 acres per family of five. When this reserve was surveyed in 1873, the total 55,246 acres included the 17,331 acres of river lots farmed by band members which were considered by many to be alienable private property. Although the treaty negotiators apparently considered these lots to be exclusive of the reserve proper, and therefore alienable, there followed many years of controversy over whether the lots were reserve or private property. When, in 1875, the CPR constructed a bridge across the river, near the reserve, property values escalated. Although Prince told the Minister of the Interior that any sales subsequent to treaty were illegal, he privately encouraged the sale of these lots, and white and Métis settlers bought lots that may or may not have been inalienable reserve property. Indian Affairs officials differed in opinion about the nature of title, whereas Interior officials were prepared to issue titles on some lots (Tyler, Wright, and Daniel 1983a, 1-16).

Over the next 25 years, there were many investigations into the status of the occupants. Deputy Superintendent Lawrence Vankoughnet took the stance that any Indian who had accepted treaty had no property rights in the reserve. In 1884-85, Inspector Ebenezer McColl and A.H. Witcher, of the Interior Department, acted as commissioners to settle claims brought before them, and they established a schedule dividing the claims into four categories. The only claims that everyone recognized were those of non-Indians who had occupied the lots before treaty. The claims of Indians and Métis were more contentious. When 282 people withdrew from the Band and took scrip after 1885, the situation was further complicated. Those who thought they might strengthen their claims to the lots in this way found themselves to be trespassers, although they refused to leave until they were evicted (ibid., 8-32).

A court decision in 1891 determined that Indians could have legally alienated their land between 1871 and 1876, since 1876 was the date on which the *Indian Act* provisions governing reserves became effective. The Department, however, did not necessarily recognize this decision in guiding its policy for dealing with individual claims. People on reserve were frustrated, both those whose claims were not recognized and those who wanted trespassers evicted. By the time of the election of the Liberals in 1896, the situation remained tense (ibid., 32-48).

The first suggestion of a surrender as a partial solution came in 1900, when T.G. Rothwell, a law clerk for the Department of the Interior who had been directed by Sifton to study the situation and create a comprehensive settlement of the dispute, made his report. Rothwell supported the rights of the owners of the lots, subject to individual investigation. He also suggested that the reserve be surrendered, and that those who wanted to remain Indians be given a reserve elsewhere. Those who wanted to be land owners could be given scrip or land grants (Tyler, Wright, and Daniel 1979, 119-21).

In 1900, William McCreary, the Commissioner of Immigration for the Minister, Clifford Sifton, won the federal election for Selkirk as a Liberal. McCreary's campaign included promises to recognize St Peter's claimants, to obtain a surrender of the reserve, and to move the Indians away from the town of Selkirk. The Chief and Council protested against these promises in early 1901 in letters to both the Department and the *Selkirk Expositor*, and McCreary abandoned his active promotion for surrender. He continued to promote the rights of claimants, however, while speculating himself with the increasing property values in the district. Interest in the fertile land of the reserve was growing as more and more local land was occupied. McCreary became interested in the "Mile Square," just over 900 acres that had been surrendered in 1875 for the CPR bridge, which was never built. The Department had held the land, which was partially within the town of Selkirk, until 1900, when it was placed on the market at $6 per acre. McCreary bought the land in 1903 through three of his friends and relations, but he died before he could benefit from speculation or get the claims of his friends in St Peter's recognized (ibid., 123-44).

McCreary was replaced as MP by Samuel Jackson, a farmer from Stonewall whose wife was Sifton's first cousin. Jackson had been appointed by Sifton as Inspector for the Lake Winnipeg Inspectorate in 1902, after years of pressuring Sifton for a government job. In 1904 he got the Liberal nomination as McCreary's successor, resigned as Inspector, and won the election. He immediately pushed to have his friend J.O. Lewis, editor of the *Selkirk Expositor* and Liberal organizer, appointed to a position in the Department. Sifton stalled on the appointment, but after Sifton resigned in early 1905, Lewis got an appointment as Agent at Clandeboye, and the man he replaced, the Reverend John Semmens, got Jackson's job as Inspector. Both men were in favour of opening the reserve at St Peter's to speculation and settlement, but did not move immediately in that direction (ibid., 246-80).

On March 30, 1906, the Chief and Council sent a petition to Jackson, asking that the trespassers on the reserve be removed. Jackson did not endorse their position when he took the matter to Deputy Superintendent Frank Pedley, however, because he believed that the non-treaty lot claimants should be granted patents to their land. In the course of responding to the petition, Indian Affairs officials uncovered Rothwell's 1900 report, including the recommendation for a surrender. This was the first time they had been allowed to see the report, which had been held by the Department of the Interior. Pedley or Superintendent Frank Oliver then sent the report to Assistant Commissioner J.A.J. McKenna, who had been active in previous surrenders under Sifton. McKenna's agent met with the Council and disputed their view that the treaty required that the claimants exchange their land in the reserve for land elsewhere (ibid., 185-90).

At the same time, Selkirk began to undergo a boom in real estate, which made the reserve land more valuable to outsiders. William Frank, a realtor and prominent Liberal who later acquired the largest block of land at the Key/Keeseekoose auction, moved to acquire the Mile Square from the estate of William McCreary, which was administered by the Northern Trusts Co. in Winnipeg. To do so, he had to have the settlement duties under the Land Regulations waived, and he prevailed upon Sifton, who was still an MP, who in turn prevailed upon Pedley. Pedley had Semmens and Lewis take a waiver from the Band Council, and Frank was allowed to buy the land as a speculator. Frank also indicated an interest in acquiring land in the adjoining reserve (ibid., 191-95).

Oliver decided in 1906 to appoint another Commission (known as the Howell Commission) to look into the issue of land claims at St Peter's. The Department of the Interior made the recommendation to the Indian Department, and part of the Commission's mandate was to consider the advisability of a surrender as part of the solution, as Rothwell had suggested. The man who was appointed sole Commissioner, Hector Howell, was yet another prominent Liberal from the area. Like Lewis and Semmens, he supported the idea of surrender on the basis that it would be better for the Indians to be farther removed from a large town like Selkirk: "I made up my mind that for the good of the Indian tribe beyond any question they ought to get off that reserve, and as for the neighborhood it would be a vast advantage. I felt the Indian reserve there was a black spot (Royal Commission testimony, ibid., 202). Howell also was a co-investor with Frank Oliver and Samuel Jackson in the Canada North West Publishing Company.

The man appointed by the same Memorandum to act on behalf of the Band during the Commission investigation was Orange Clark, Sifton's cousin, and brother to Samuel Jackson's wife. He was also a Liberal lawyer and, in late December 1906, through Sifton's influence, he was appointed as solicitor for the Canadian Northern Railway.

The solicitor appointed to represent non-Indian claimants was Frederick Heap, a well-known Liberal lawyer and realtor in Selkirk who periodically had business dealings with Agent Lewis.

Indian Commissioner David Laird and Inspector Semmens were asked by Pedley to attend the meetings of the Commission (ibid., 200-08).

SWAN LAKE IR 7/7A

Surrender of 1908
Location: southwest of Portage la Prairie, Manitoba
Reserve surveyed: 1876 by J. Lestock Reid for Yellow Quill
Size: 12,300 acres at Swan Lake IR 7; 2403 acres at Tramping Lake (1906) IR 7A
Area surrendered: 2880 acres at Swan Lake; 2403 acres at Tramping Lake
Treaty 1
Portage la Prairie Agency

Chief Yellow Quill was head of the Portage Band at Treaty 1 in 1871. The Band entered into a dispute with the Crown over the location and size of the reserve provided for them in the treaty, and a couple of earlier attempts at survey were rejected. While this dispute was under way, there was also an internal dispute within the Portage Band which resulted in 1876 in a revision to Treaty 1 whereby the original Band was divided into three groups: White Mud, Long Plain or Short Bear, and Yellow Quill. John Lestock Reid surveyed the reserve for Yellow Quill after the separation, and, in consultation with the Band, a site was chosen on the north side of Swan Lake (Gallo 1978, 15-37).

The site of the reserve was not agreeable to all members of the Band, and many of them took up residence farther north at Indian Gardens. After several councillors were deposed in 1885, the majority of the Band, except for the Chief and a few families, moved on to the Swan Lake reserve (Gallo 1978, 62-68). Eventually a small 640-acre reserve was surveyed at Indian Gardens.

The 1876 survey took place after the 1872 township survey, and the area set aside as reserve included school lands, HBC lands, homesteads, and pre-emptions. A dispute between the Interior and the Indian departments over which rights took precedence continued for many years. In 1884, Interior granted new homestead entries on cancelled properties, and the conflict was renewed. Finally, in 1893, Deputy Superintendent General Hayter Reed conceded that Surveyor Reid may have made a mistake, and that the lands claimed by other parties should be exempted and alternative lands found. Lands that Agent Francis Ogletree selected along the Assiniboine were rejected by the Band. The Department then proposed a cash settlement in lieu of land, a suggestion that was discussed internally and at length in 1905. The idea was taken to the Law Clerk of the Interior Department, where it apparently died (Gallo 1978, 39-80).

In late 1905, the Department of the Interior decided it was time to clear up the matter and informed the Indian Department that it could select 2400 replacement acres from any available odd-numbered sections in the West. Samuel Reid Marlatt, the new Inspector at the Lake Manitoba Inspectorate, proceeded to choose the acreage in the Tramping Lake district of Saskatchewan, southwest of North Battleford. It became Swan Lake IR 7A in 1906 (NA, RG 10, vol. 3652, file 5217-2).

By 1899, interest had been shown in the Swan Lake reserve by outsiders. W.A. Orr, of the Lands and Timber Branch, wrote to Secretary J.D. McLean on February 3, 1899, in answer to an inquiry in the House about the lands, saying there was no intent to open the reserve for settlement. The Department of the Interior was also making inquiries. In 1901, when Commissioner of Lands J.G. Turiff apparently wrote to Minister Clifford Sifton inquiring about the opening of the lands, he was told there was no intent to take a surrender of the reserve. Another letter to Sifton from McLean on January 14, 1902, reiterated this reply, in response to an inquiry by a Mr. Chambers (NA, RG 10, vol. 3624, file 5217-2).

A more concerted approach was taken by local residents in early September. Sifton received a petition asking that the very valuable land of the "Indian Spring" reserve be opened to colonization. The petition was signed by "109 residents of Manitoba," according to Pedley, who asked Commissioner David Laird to report on the wilingness of the Indians to surrender and to suggest where the people might be moved. There was no suggestion of a partial surrender (ibid.).

Inspector Marlatt reported October 12, 1903, that he had met with the Indians in council on October 2:

> Judging from the tone of the discussion at the meeting the Indains must have been aware of the petition, or that a movement of some kind was being made in regard to their lands, although they did not mention it to me. They were solicitous to know if they were likely to be deprived of their lands, and stated that they had no desire to sell the reserve, or any portion of it. They further enquired minutely into their title to the land. I do not think they could be induced to sell without the Department using undue influence.

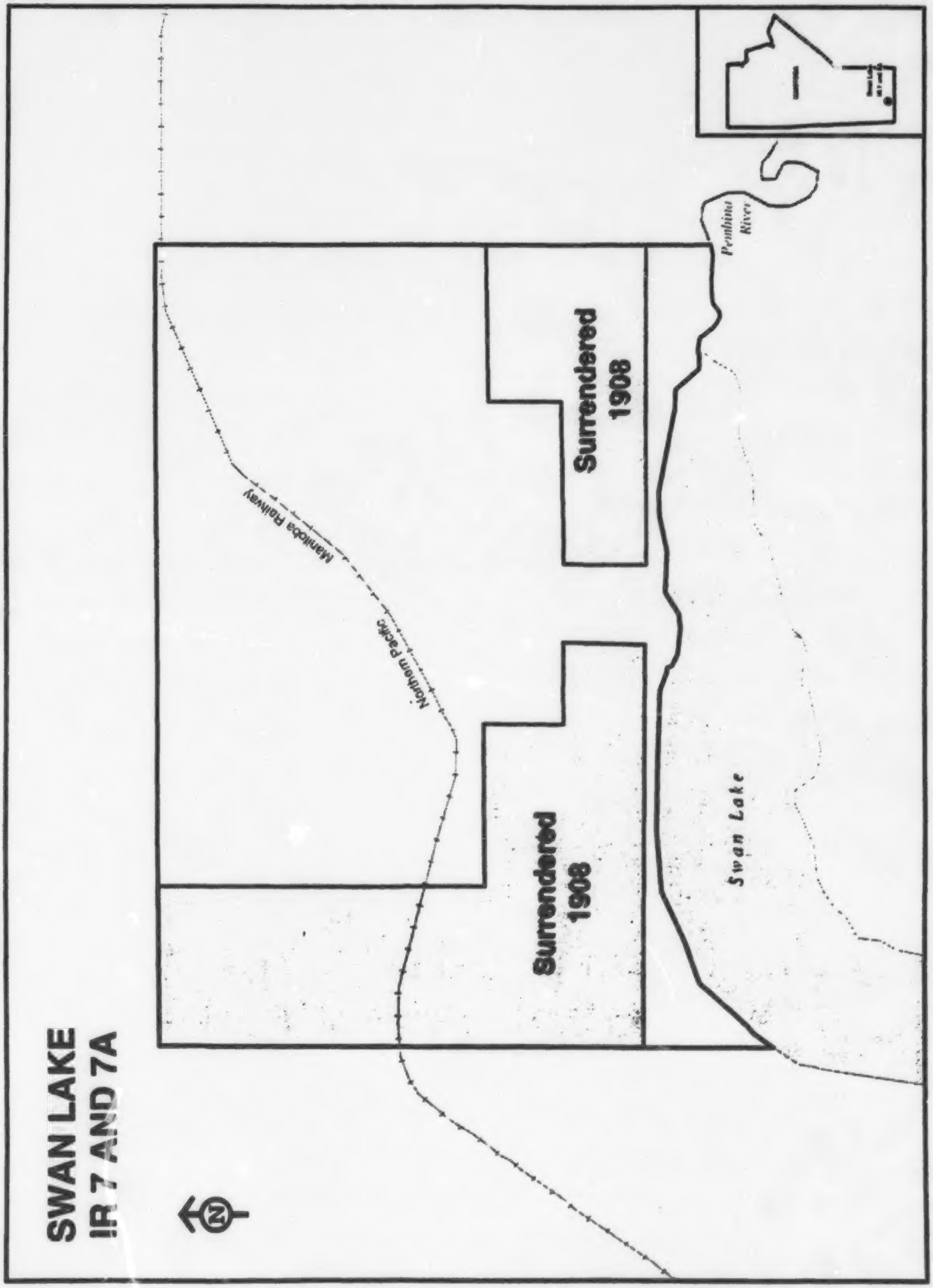
Marlatt, in his report on the events, went on to say that the number of band members was decreasing, but that the Band had been doing well in the last three years in agriculture. He hoped that Yellow Quill would move to Swan Lake and allow the Indian Gardens land to be opened, and he suggested that the Long Plain people could also surrender their reserve and move to Swan Lake. But he thought it was premature to sell any of this land, as prices would double in the next 10 years. In forwarding the report to McLean on October 20, 1903, Laird concurred with Marlatt's proposals (ibid.).

In mid-1906, just after the Tramping Lake reserve had been surveyed, Indian Agent Robert Logan suggested that the Indian Gardens people be moved, as there was insufficient hay available for them. McLean told Laird on July 30 that this faction of the Band should be moved to Swan Lake. Laird responded by saying that Logan was obviously new; this faction would not move as long as Chief Yellow Quill was alive (ibid.).

Meanwhile, the issue of opening the reserve was raised in the House in April by William Staples, who said that the people of the district were petitioning to have it opened because it was fine agricultural land. Oliver responded by saying that the Department would make an effort to secure as much of the reserve as it could (Canada, House of Commons, *Debates*, April 5, 1906, 1246-47).

On November 9, 1906, two months after Tramping Lake IR 7A was set aside by Order in Council, two Swan Lake councillors wrote to Oliver asking to have the land sold for not less than $10 per acre. If the land values were not high enough, the councillors wrote, the Department should be requested to advance one-third of the probable value to buy horses and implements, and the land should be held for sale until prices rose. Orr wrote to Pedley on November 19, 1906, recommending against the surrender, "in view of possible better railway facilities in the near future." Given later correspondence, it appears that this decision was not communicated to the Band.

In June 1907, Oliver raised the issue of a surrender once again. Pedley replied that it would appear that the Indians would not consent to a surrender of the Manitoba reserve, but probably would surrender the Saskatchewan one. Pedley then authorized agent Robert Logan to inquire whether the Indians would surrender the Swan Lake reserve. Soon after, the Reverend John McDougall wrote to Pedley, on August 6, 1907, saying that the Minister had asked him to look into the Swan Lake surrender and to send him the file. McLean replied to McDougall by saying that the Department had in fact decided to approach the Indians for the Swan Lake reserve first, then the Battleford one, and that Agent Logan was planning to meet with the Band in August. Although it is not clear whether Logan did meet with the band, McDougall went to the reserve in September 1907 to begin negotiations for a surrender (ibid.).


SWAN LAKE
IR 7 AND 7A
N
Surrendered 1908
Surrendered 1908
Northern Pacific Manitoba Railway
Swan Lake
Pembina River

MUSCOWPETUNG IR 80

Surrender of 1909
Location: Qu'Appelle Valley, Saskatchewan
Reserve surveyed: 1881 and 1882 by John C. Nelson
Size: 38,080 acres
Area surrendered: 17,600 acres
Treaty 4
Muscowpetung and Qu'Appelle Agencies

Chief Cheecuck and his Cree/Saulteaux Band adhered to Treaty 4 in 1875 and took a reserve in 1881 in their Qu'Appelle territory, just to the west of the Pasqua reserve. In 1882 Surveyor John C. Nelson adjusted the boundaries to correspond with the township survey.

Nelson described the reserve lands as being composed primarily of first-class soils. According to the Tyler, Wright, and Daniel 1988 research report, band progress in agriculture in the 1880s and 1890s was uneven, but there was a gradual trend towards self-support. Muscowpetung was in the Muscowpetung Agency, along with Piapot and Pasqua.

In 1893, the headmen of Muscowpetung and Pasqua sent a petition to the House of Commons with a list of grievances. The government was not giving rations; the wood supply, from which they were making a living, would soon run out; the permit system interfered with sales; the instructor controlled access to the grist mill; Commissioner Hayter Reed would not let them have a binder for fear it would make them lazy; they were wasting effort caring for government cattle; they got no cash payment for hauling hay for agency cattle; they were in debt for food; Agent Allan McDonald and Commissioner Edgar Dewdney had left; and the present Agent was allowing the fields to go to grass.

The Agent at the time was John Bean Lash, and the Comissioner was Hayter Reed. Both refuted the allegations of the Band. Reed wrote: "The agent, Mr. Lash, is a humane man, but possessed of the firmness required in the best interests of the Indians themselves." Lash alleged that the complaints were orchestrated by Thomas Stevenson from the Band, who was relatively well off, had bought his own binder and many other implements, and was always promoting dissatisfaction. Lash also said that the people were well fed and were prone to complain. The abandoned fields were ones on the valley bottom which were not used any more for crops (NA, RG 10, vol. 3900, file 99907, correspondence of March 1893).

Over the next few years, Lash reported improvements in cattle holding, housing, wage labour, and sales. When the next agent, J.A. Mitchell, came in 1899, he corroborated the complaint that hauling hay for the agency, paid in provisions, took up all the time in the winter, keeping the men from earning cash or from selling the hay for cash (NA, RG 10, vol. 7769, file 27114-2, letter March 1, 1901, to McLean). Mitchell's letter was apparently not answered, and the next agent, W.M. Graham, reported for 1902 that "progress on this reserve during the year has been marked." Few rations had been issued, and the Indians were largely self-supporting (Canada, Department of Indian Affairs, *Annual Report*, 1902, 162-67). In 1903 an article appeared in the Winnipeg *Telegram* which described the Indians of the Qu'Appelle Agency as the most prosperous in the Dominion. The article credited Graham for encouraging industry and education, and for setting up the File Hills Colony. The Muscowpetung and File Hills agencies had been amalgamated in 1901 under Graham to form the Qu'Appelle Agency.

On January 13, 1902, George Bulyea, Commissioner of Agriculture for the North-West Territories, wrote to Minister Sifton about some "correspondence between some gentlemen at Qu'Appelle, the agent at Muscowpetung, and myself" in reference to a surrender from both Pasqua and Muscowpetung. The agent had shown himself willing to ask for a surrender, but a similar proposal had been voted down by the Indians several years before on the assumption that all the money would be funded for the children and none distributed to current residents. Bulyea asked if the interest could be distributed annually, and what the arrangement had been at Moose Mountain (NA, RG 10, vol. 3994, file 195126-1). In reply, Secretary J.D. McLean told him that the Moose Mountain interest would be paid out annually or semi-annually; this was standard departmental policy. Bulyea later inquired into the availability of lands from Pasqua, after the 1906 surrender.

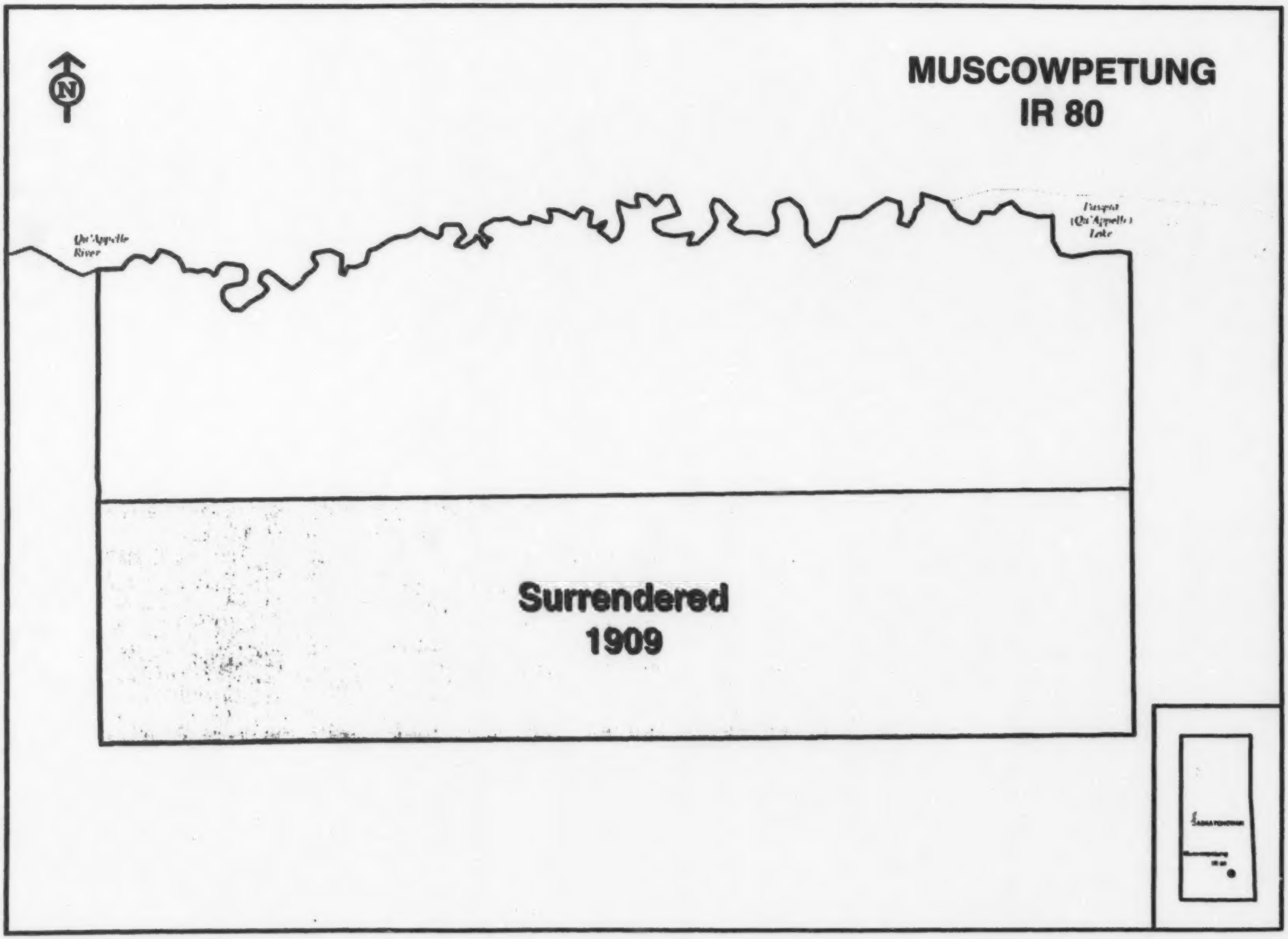
In 1904 McLean wrote to Graham, now Inspector for South Saskatchewan, with a report from J.A.J. McKenna, Assistant Indian Commissioner, outlining a proposal made by a Dr Kalbfleisch, Medical Inspector for the Qu'Appelle Agency, for a surrender of grazing lands at Muscowpetung. Graham was asked for a report, and on January 16, 1905, he called a meeting of the Band to discuss the proposal (NA, RG 10, vol. 5079). He reported on January 23, 1905, to McLean that only 300 acres of the reserve were cultivated, that the Indians could afford to sell a large part of the reserve on the south side, and that it would bring $8 to $10 per acre. When he met with the Band, he proposed to take a surrender of the bottom 1½ rows. All but two or three of the male voters were present, and they all voted against a surrender (NA, RG 10, vol. 3562, file 82/7).

Local settlers began to press for a surrender. Letters were received from C.P. Beeching, J.H. Beeching, G.M. Yerpa, W.A. McKenzie, Neil Finley, and H.T. Smith in 1905; some were addressed to the Indian Department, and others to the Interior Department, and all reported the rumour that over 10,000 acres of Muscowpetung were to be opened to settlement. The story was apparently reported in the Winnipeg *Free Press*. McLean replied to them all by saying that the Department was not intending to take a surrender, and that a surrender was necessary before sales could be made (NA, RG 10, vol. 3994, file 195126).

Graham's report on Muscowpetung for 1905 was not as positive as earlier reports had been; many of the men were of advanced age, and not all the housing was up to par. The cattle, however, were doing well, but not all the farming land was being used (Canada, Annual Report of the Department of Indian Affairs for 1905, 144–49). At the end of 1905, he wrote to Frank Oliver to suggest a plan for taking surrenders from both Pasqua and Muscowpetung (see Chapter 5).

At this time, it was becoming known that the Grand Trunk Pacific was planning to build a branch line from Melville to Regina which would pass through or near the Pasqua reserve. This line would have affected local demand. The Grand Trunk Pacific incorporated a branch lines company in July 1906, and this was one of the first branch lines approved by legislation.

MUSCOWPETUNG
IR 80


N
Qu'Appelle River
Pasqua (Qu'Appelle) Lake
Surrendered 1909

THE KEY IR 65

Surrender of 1909

Location: near Kamsack, Saskatchewan
Reserve surveyed: 1883 by A.W. Ponton
Size: 24,320 acres
Area surrendered: 11,500 acres
Treaty 4
Pelly Agency

The Key signed an adhesion to Treaty 4 in September 1875. At that time the Band of 27 Saulteaux families was living on the Woody River, in what is now Manitoba. They had been living there for a number of years before the first reserve was surveyed for them by William Wagner in 1878.

There was some flooding of the reserve in 1881, and the Department moved the Chief and 12 families west to a new reserve site near Pelly. The remainder of the Band moved to the mouth of the Shoal River, a traditional hunting ground. In the summer of 1883 A.W. Ponton surveyed a reserve at Pelly IR 65 for the Key and the families who moved west with him.

A series of small reserves was surveyed in Manitoba for the Shoal River people between 1888 and 1893. Until 1902 the two groups were paid on one list; subsequently, they were paid separately for the convenience of the paying agents. The Shoal River people became known as the Shoal River Band, although no formal band separation was recorded.

Agent J.A. Markle from Birtle came over to Pelly on occasion to deal with the Indians of Key, Keeseekoose, and Cote. He came to conclude, in a letter to Commissioner Hayter Reed on September 5, 1888, that the Shoal River people, who were primarily hunters, were more economically independent than the Pelly people, who were having difficulty making a living by farming. Reed recommended that a separate agency be established at Pelly, and W.E. Jones, clerk at the Touchwood Agency, was appointed as the first agent (NA, RG 10, vol. 3805, file 51162).

Jones found the economic situation in the new agency to be difficult; the Indians had received little assistance in farming, and their general health was not good. The fish and game supply was rapidly diminishing, the growing season was short, especially at Key, and there was a shortage of haylands (ibid.; see also RG 10, vol. 3817, file 57414, letter from Jones, April 20, 1889).

Jones's next move was to have haylands set aside between the Assiniboine and White Sand Rivers for the agency as a whole. In 1892 the lands were surveyed by Ponton, and they were approved as a supplemental reserve for the Pelly Agency by Order in Council in 1893. At the time of survey, Ponton raised the issue of whether any or all of the bands of Pelly should give up part of their existing reserves to acquire the haylands as an extension, primarily because their populations were dropping and they had an excess of land under treaty (letter to Reed, January 9, 1892, no file reference).

As the bands began to use the haylands, they were becoming reliant on the cattle industry and were increasing their cattle stock. The 70 people living at Key's reserve at Pelly had 94 head of cattle; by 1896 the number of cattle had risen to 225. Stock raising had largely replaced grain, supplemented by seneca roots, furs, freighting, and wage labour (Canada, Department of Indian Affairs, *Annual Reports*, 1892, 59-61; 1895, 102; 1896, 205).

In late 1898 the portion of the Pelly haylands closest to the Key reserve, the northern half (Township 31), was withdrawn by the Department of the Interior for use as a Doukhobor reserve. Subsequently, the Department began to discuss which of the Pelly Agency bands should get the remaining haylands (Township 30) in exchange for land from their own reserves (NA, RG 10, vol. 7770, files 27117-1). Initial discussions between Commissioner David Laird, the Agent, and Headquarters focused on Keeseekoose and Cote as possibilities, but when a new agent, Henry Carruthers, got involved in 1903, the interests of the Key Band were put forward. Carruthers met with the Band on December 14, 1903. He reported to Laird on December 21 that the Band wished to surrender land on the west side to make the exchange, and to surrender additional land, 8 square miles, for sale. The purpose of the latter was to buy mowers, rakes, wagons, clothing, and a new threshing machine for younger farmers, who would move onto the haylands:

> After a long talk a vote was taken, each male member of the Band, of the full age of twenty-one years, being allowed to vote. I enclose you herewith the original voting list, by which you will see that the proposals were carried by a majority, only the Indians voted against it; the Treaty Halfbreeds and workers all voted for it.

Nine voted in favour of the surrender proposal, mostly the Brass family, and five voted against, including the Chief (NA, RG 10, vol. 3561, file 82/1).

Assistant Commissioner J.A.J. McKenna asked Carruthers about the results, and on March 11, 1904, Carruthers said that the Chief's family were the primary opponents and that they were hunters, not farmers. The primary reason why the Chief was reluctant to vote in favour was that he was afraid that if he agreed now, he would be asked to surrender more land later on and the reserve would be lost.

It was the young Brasses who wanted to move to the southern part of the haylands, especially given the problems with early frost on the existing reserve. Only two men were missing from the meeting, Carruthers went on to say, and it was likely that their votes would have cancelled each other (NA, RG 10, vol. 7770, file 27117-2).

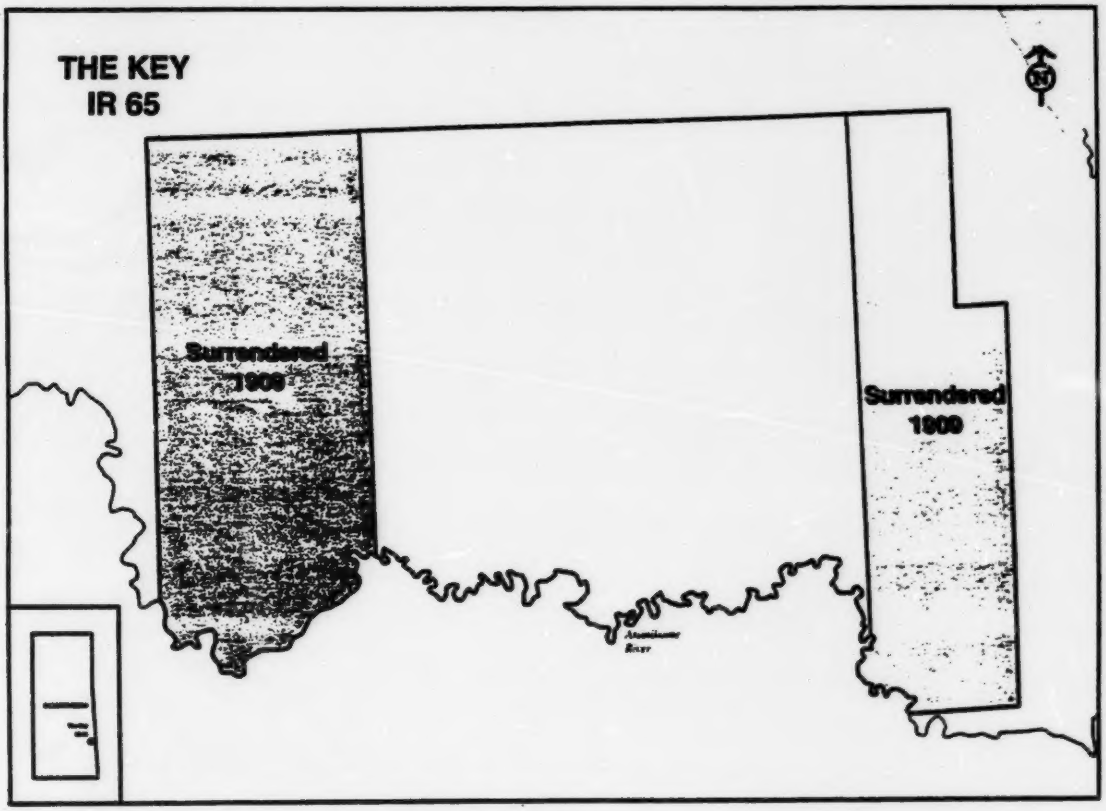
The Department did not respond to the vote, even though Carruthers was still pushing the issue of exchange in 1904 and 1905. On January 18, 1906, Inspector William M. Graham wrote to Secretary J.D. McLean, in anwer to an inquiry about Key's interests in the haylands pending their transfer to Cote instead, and said that, in his consideration, Key had sufficient land for its requirements (ibid.).

In 1908, E.L. Cash, the MP for Yorkton, inquired about a surrender of the Key reserve and was told by Pedley on April 30 that the Department had "no correspondence intimating a desire on the part of the Indians or any action towards a surrender of the Key's reserve" (ibid.). On July 24 the next Pelly agent, William Blewett, reported that the Band wished to surrender part of the reserve to obtain horses and implements for farming. It had proposed the following conditions:

> 13 sections of land would be surrendered, including a mile wide strip on the west side, and a one and a half mile wide strip on the east side
>
> Only those at present taking Treaty at Key's reserve to participate
>
> The cash payment at time of surrender to be $80/head
>
> Owners of houses and improvements to be compensated.

Blewett endorsed the proposal, citing the need to get outfits for farming (NA, RG 10, vol. 4039, file 329759). The letter appeared just after the paying of annuities in the Pelly Agency, and after the third Cote surrender of 1907. Graham forwarded Blewett's letter to the Department. He inquired of McLean whether the Key people at Pelly were formally separated from the Shoal River people. He also noted that the Key people at Pelly had a lot of poor land on one section of the reserve, which would be difficult to sell, and fair land on another section. A surrender would still leave them with all the land they needed (ibid.).

There was little response to this correspondence, but Graham kept the surrender on his agenda. He did not have his first meeting at the Key until January 18, 1909. It is not known whether Graham met with some band members at the July annuity payments. Normally, inspectors were expected to be present.


THE KEY
IR 65
N
Surrendered
1909
Surrendered
1909
Assiniboine
River

BOBTAIL IR 139

Surrender of 1909

Location: south of Edmonton, Alberta, at Wetaskiwin
Reserve surveyed: 1885 by John C. Nelson
Size: 20,160 acres
Area surrendered: 10,880 acres; remainder granted to Samson and Montana Bands
Treaty 6
Hobbema Agency

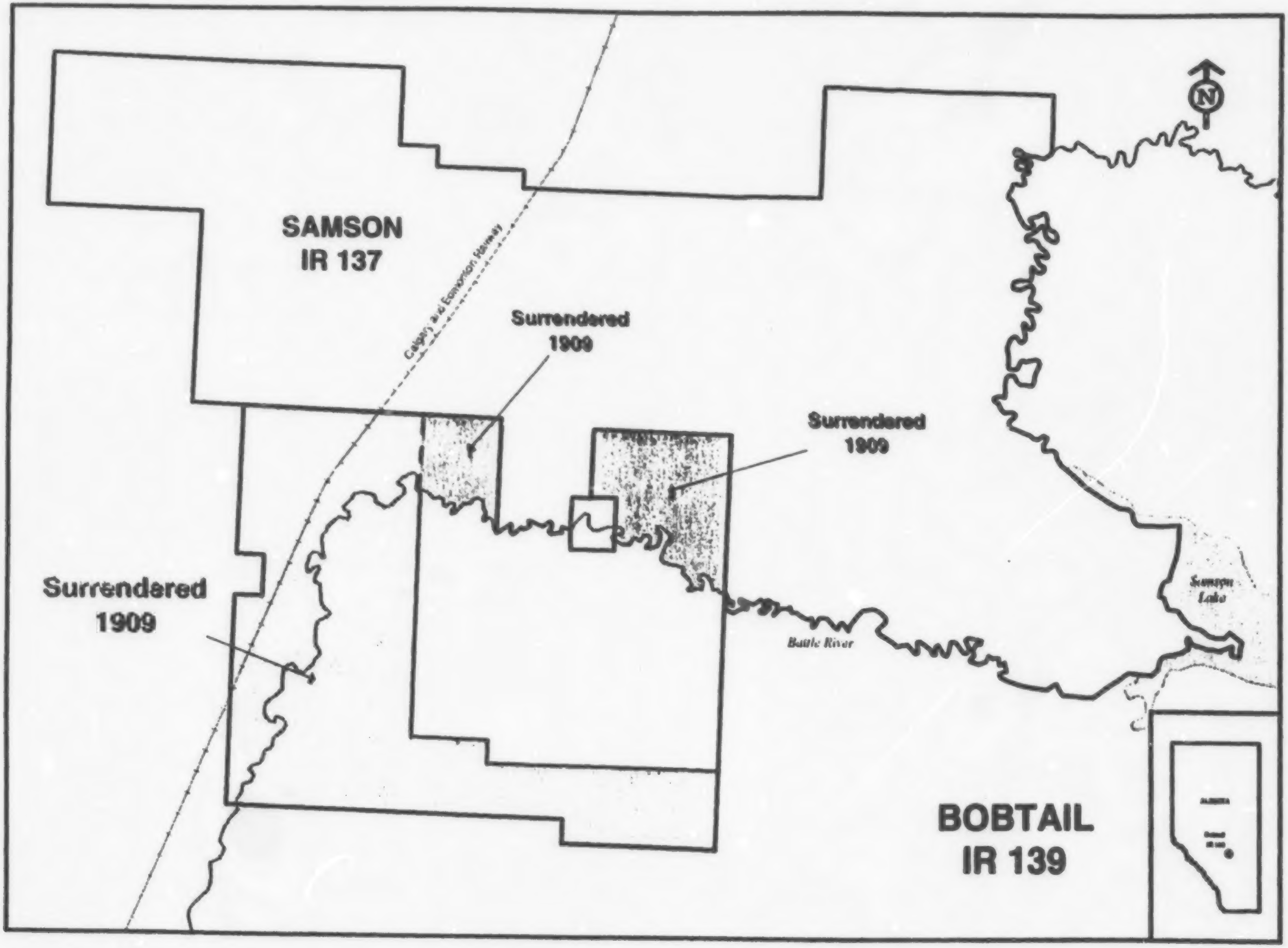
Chief Bobtail adhered to Treaty 6 in 1877 and consented to have a reserve surveyed in 1885 by John C. Nelson. Bobtail and his people believed that the reserve was too small, and they did not move onto it, living instead at the Samson and Ermineskin reserves. In 1886 Bobtail and many of his band members took scrip. In 1887 some members petitioned to be readmitted to the Band, but they rejoined the band members living on other reserves and did not move onto the Bobtail reserve. The reserve remained vacant until the 1896 migration of treaty Indians from the United States to Canada. These Indians had fled to the United States after the rebellion, but they were deported back to Canada in that year. Although some returned to the States, others joined bands in the West. One group, who called themselves the Montana Band, was composed of families who had left several different bands in the northwest in 1885, primarily from the Battleford, Peace Hills, Edmonton, and Hobbema districts, but who had relatives in Canada. They moved onto the Bobtail reserve and began to claim it as their own (Lupul 1978, 29).

The uncertainty of who owned the reserve was a lever for those who wanted to open it to settlement. In 1901 Dominion Land Agent William Pitcairn went to the Hobbema Agency to scout for land that might be obtained for settlement, and he reported that the Bobtail reserve would be a good candidate for a second surrender in the Hobbema area (the first being Sharphead in 1897). He thought that the Montana Band had no title to the reserve. Indian Commissioner David Laird pointed out that the Montana Band had been recognized by the Department as the owners, and he argued against a surrender because the reserve contained good timber for the other reserves. In that same year, 1901, a right of way was taken through the western boundary of the reserve for the Calgary and Edmonton Railway (Lupul 1978, 30-31).

In 1904 J.A. Markle, who was newly appointed as Inspector, concluded that each band in the Hobbema Agency could spare land without risk. He almost succeeded in getting Chief Samson to surrender eight sections of his reserve in 1904. Repeated meetings were held on reserve, according to the Agent, W.S. Grant, and in October the Chief agreed to sell nine sections at $20 per acre minimum. Grant reported on October 17 that he had counselled the Band to lower the price, but the lowest it would go was $15 per acre (NA, RG 10, vol. 3563, file 82/15). Discussions continued over the winter, and, in April, Laird was authorized to take a surrender from Samson's Band, a task he delegated to the Agent. A formal meeting was held in July 1905. The Chief argued in favour of surrender, but he was opposed by a majority of the voters, who claimed the reserve was already too small, the white people too close, and a surrender would only make it worse. According to Agent Grant, who was present at the meeting in 1905, they also said there was no rush to surrender because, over the years, the value would increase. There was no point in surrendering now if, when they decided to surrender later on, their children would be grown and self-supporting, and they could obtain better prices (ibid., 32; see NA, RG 10, vol. 3563, file 82/15, letter of Grant to Laird, July 18, 1904).

In 1906 Markle tried again to approach the Samson and Bobtail Bands, with the idea of amalgamating the two bands and the two reserves, and surrendering the excess land under treaty by current population. With the combined populations, this excess would amount to five sections. It would involve the Montana people as well, since he calculated that they had an excess of land under treaty, and Samson had a shortage, as their population had grown. Some of the excess land on Bobtail would make up the shortage for Samson. Markle also wanted 10½ sections off of the Ermineskin reserve. Markle then went so far as to argue that in the event of surplus land under treaty, where current population had dropped, the extra land should be removed from reserves without consent (NA, RG 10, vol. 4012, file 266600, letter of January 5, 1906).

Markle made some further suggestions in his letter. He recommended that if this expropriation should occur, 15 per cent of the proceeds of sale should be put to the credit of the Indians to purchase farm equipment, and the remaining 85 per cent placed in trust to draw interest. The interest moneys generated could also be used for farming, or for helping the aged and infirm. And, finally, he said that he believed that the Calgary and Edmonton Railway would soon need station grounds on the Bobtail reserve (ibid.). (See also chapter 5.)


SAMSON
IR 137
Calgary and Edmonton Railway
Surrendered
1909
Surrendered
1909
Surrendered
1909
Battle River
Samson Lake
BOBTAIL
IR 139
N

MOOSOMIN IR 112

Surrender of 1909

Location: 12 miles from Battleford, Saskatchewan, between the Battle and Saskatchewan Rivers
Reserve surveyed: 1881 by George A. Simpson; 112A, 1887 by John C. Nelson
Size: 14,720 acres (excluding 112A, 1280 acres set aside for Moosomin and Thunderchild jointly)
Area surrendered: 23 square miles
Treaty 6
Battleford Agency

At the time of Treaty 6, the Moosomin people were part of a mixed Cree-Saulteaux Band under Chief Yellow Sky. Headman Moosomin and his people, who were Cree for the most part, began to accept treaty payments in 1878, and had a reserve set aside for them in 1881. Moosomin was recognized as chief by Indian Affairs in 1884. The remainder of the group, the Saulteaux, stayed out of treaty for many years.

Simpson described the land as being of excellent quality. The Band was able to start farming at the time of survey and gradually expanded the cultivated area of the reserve. In the 1890s the focus began to shift, as it did for many reserves, from grain crops to cattle ranching, and the reports were favourable. The Band was making a comfortable income from cattle, grain, hay, and timber sales, and from wage work for farmers (McMahon 1985, 4-7). By 1906 and 1907 the annual reports noted that the Band was self-sufficient, was buying farm machinery, and had a prosperous cattle industry (Canada, Annual Report of the Department of Indian Affairs for 1907, 117). This trend continued up to the taking of the surrender.

The local MLA, B. Prince, wrote to Saskatchewan MP T.O. Davis in 1902 to point out that the Thunderchild and Moosomin reserves were in the "centre of settlement" and "between the two rivers." Prince's purpose in writing was to have the reserves opened to settlement (NA, RG 10, vol. 7795, file 29105). The Department replied to Davis that this idea might be a good one, but that it would require consent from the Indians. Meanwhile, the Department would investigate. There is no signature on this letter, and it might well have come from Sifton or Deputy Superintendent General James Smart (ibid.).

The same day, April 25, that this letter went to Davis, Smart wrote to Secretary J.D. McLean for a report on the reserves. This request, including a proposal to move the Indians to the north side of the Saskatchewan River, was forwarded to the Indian Commissioner, David Laird, and the report that returned to Ottawa stated that the Band had cultivated 220 acres and had a number of outbuildings. An inquiry was sent to Inspector W.J. Chisholm by Laird, and Chisholm responded on April 30 that the land across the river was good land, but not as well wooded; still, an exchange would be suitable, in spite of some potential objections from the Band. In his report to McLean on what Chisholm had said, dated May 7, Laird said he doubted that the Indians would consent to move any farther than to a location just across the river (ibid.; also vol. 3563, file 82/11).

The Canadian Northern Railway line was surveyed near the reserve, and it began to be a factor in the perceived value of the reserve land. The line crossed the reserve, and the Highgate station was placed on the reserve. The right of way required 93.25 acres, and the station grounds 9.24 acres. The line provided an easier market for the Band, but it also made the land more valuable to others. Because Battleford area residents kept the question of a surrender open, the residents of the reserves were also nervous about the issue. A request in 1905 by Thunderchild to surrender a branch reserve, IR 115A, for a new sawmill site near Birch Lake also kept the surrender question simmering (McMahon 1985, 11-12). The Reverend Jervais Newnham, the Anglican Bishop of Saskatchewan, wrote to Laird on October 3, 1906, and pushed a surrender on the point that the land was currently being wasted on too few Indians. Laird answered promptly, suggesting that the Indians would be unlikely to agree to a move (NA, RG 10, vol. 3563, file 82/11).

Soon after that, on November 23, Josie Moosomin, son of the now-deceased Chief Moosomin, wrote from the Moosomin reserve expressing fears about being asked to surrender the reserve. Some men on the reserve, the less industrious ones, were willing to sell, but he believed this was wrong. His letter prompted an inquiry to Agent J.P.G. Day about why Josie Moosomin expressed this concern. Day wrote back explaining that seven Indians had approached him about selling, claiming that others felt the same way, but that he had not pursued the matter because it had not come from the majority. Josie Moosomin was not a Chief, he said (ibid.). In fact, there was no formally recognized Chief at this time.

Deputy Superintendent General Frank Pedley nonetheless forwarded a request to the Lands and Timber man, W.A. Orr, to have the matter of the surrender of the Moosomin and Thunderchild reserves taken up with the Indians, on the basis of a cash down payment. Before Orr could reply formally, Pedley had sent surrender forms to Agent Day. When Orr advised against holding such a discussion with the Indians until the Department had thought through the terms, Day was told on January 28, 1907, to hold off on his approach to the Band (NA, RG 10, vol. 7795, file 29105).

Discussions continued inside the Department of Indian Affairs. Orr wrote to Pedley the next day, saying that, according to current population, Moosomin had a deficit of land and Thunderchild a surplus. It would make sense to have the bands surrender their entire reserves and buy new ones of appropriate size, and then to fund the balance to the Indians after deducting removal costs and an additional 10 to 20 per cent to reimburse the Department for the costs of purchase. Pedley immediately sent this suggestion on to Minister Frank Oliver: "I am satisfied, from the past experience of the Department," Pedley advised, "that the Indians will desire to have some voice in the location of the new reserve, in case they were disposed to relinquish their rights to the present ones, and I am of the opinion that the Agent should discuss this matter with the Band to ascertain, if possible, their opinion with reference thereto" (ibid., letter of February 9).

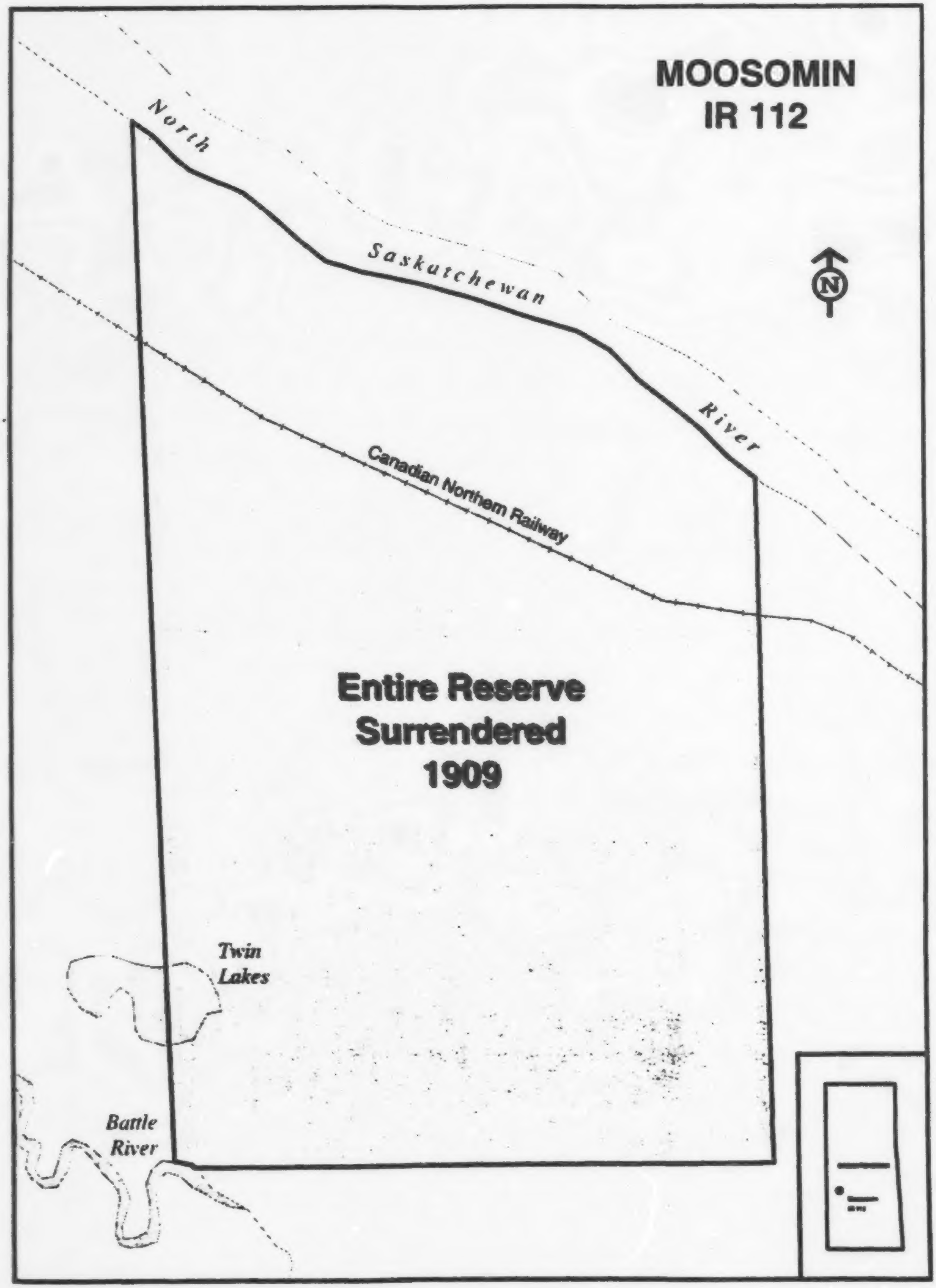
Meanwhile, articles began to appear in the local Battleford press about the upcoming surrender, and the Department received letters of inquiry. Day reported that the Indians were beginning to think the matter prearranged, without their consent. In addition, he said, "busy-bodies" were at work on reserve, dissuading the Indians from a surrender on the basis of their own self-interest. Day proposed that he visit Ottawa to discuss terms and to draw up surrender papers, after which he would call a meeting of the Band to vote on the surrender. He warned against having any lapse in time between the discussion of the surrender and the voting, since it woud allow the agitators to argue against the surrender (ibid., letter of February 15, 1907). On March 23, as he had been requested, Day submitted a proposal to the Department for a surrender. His offer included:

> That an area equivalent to the current size of the reserve be located at Bright Sand Lake
>
> That improvements be paid at $4/acre, that $1/acre be expended in cash distribution, $1/ for outfits, and the remaining $2/acre funded with semi-annual interest distribution.
>
> That the government set aside a timber berth for the Indians, with a shingle mill and planer
>
> That the Indians have a free issue of rations for six months.

Day advised the cash distribution because the Indians had been "badly advised" by other Indians and white people that if they did not ask for an immediate distribution, they would have to wait for any benefit to accrue. "If I have this money to work on, the transfer can be made." Day estimated the price of CPR land in the area as $12 per acre The band members, feeling uneasy, wrote to Laird to find out if a surrender was being contemplated, and he said he was not aware that there were any such plans (ibid.). It is possible that Laird was not aware of what was being planned because his office was sometimes omitted from the chain of communication.

At the same time, George McCraney, Liberal MP for Saskatchewan, wrote to Pedley in reference to a meeting the two had had a couple of months previously with Mr Prince and Mr Champagne, the MLA for Battleford. The men had discussed the removal of the two bands from the reserves, and McCraney now asked when it could be expected that the approach would be made to the Indians. Pedley replied that the matter was in progress (ibid.).

Pedley then took Day's proposal to Oliver, including an estimate of up to $150,000 to pay the costs of the surrender in advance. In his April 25 memo, Pedley recommended a sale of the land at $8 per acre, with half the proceeds to go towards Day's terms, and the remainder, $4 per acre, to be used to purchase land from the Department of the Interior. This proposal was followed by more internal correspondence, and was finalized in July. The instructions sent to Day on July 11, 1907, included a $10,000 down payment to each Band, in addition to removal costs, compensation, six months of rations, a shingle mill with an engine and planer, and the purchase of new reserves at $3 per acre. If there was any money left over, it would be funded to the Band (ibid.).


MOOSOMIN
IR 112
N
North
Saskatchewan
River
Canadian Northern Railway
Entire Reserve
Surrendered
1909
Twin
Lakes
Battle
River

PEIGAN IR 147
Surrender of 1909

Location: southern Alberta, just south of Fort Macleod
Reserve surveyed: 1882 by John C. Nelson
Size: 181.4 square miles, plus timber limit of 7360 acres
Area surrendered: 23,500 acres
Treaty 7
Peigan Agency

No research has been done on the economic history of this surrender.

The Peigan people signed Treaty 7 in 1877 under Chief Eagle Tail. In 1882 John C. Nelson surveyed a reserve for them near Fort Macleod.

By the end of the century, the economy was shifting towards a livestock industry, rather than one based on farming. The Department had been issuing rations in the Treaty 7 area, and there was a renewed attempt to gain self-sufficiency by reducing rations and by buying cattle for the reserves. Also in late 1902, a grazing lease was let with Maunsell Brothers of Fort Macleod.

In 1897-98, the CPR acquired a right of way and station grounds through the Peigan reserve (and also through the Blood reserve) for its Crow's Nest Pass line. A total of 359.7 acres were taken for the right of way, and 91.8 acres for station grounds. Compensation was set at $4 per acre. The line posed problems for the cattle industry because it would sever the grazing lands from the water of the Old Man River. It would be necessary to put crossings in place and build fences to keep the cattle off the tracks. Inspector T.P. Wadsworth made these points in a letter of March 12, 1898, when he pointed out that the loss of access to the river would be a major economic loss to the band, one worthy of compensation (NA, RG 10, vol. 3560, files 81/19 and 81/20).

In 1899, the local Western Stock Growers' Association protested against the plan to build a fence, on the basis that the protection for the cattle was offset by the impediment to their movement, especially if a storm forced them up against the fence. The CPR accepted this argument and refused to build a fence, and the dispute dragged on for years. The Indian agents were adamant that the fence was needed, especially as livestock were being killed. J.B. Lash, the Secretary to the Indian Commissioner, wrote to Department Secretary J.D. McLean on July 22, 1899, saying that the stockmen did not want the fence for the simple reason that it would interfere with the current situation of having their cattle graze on the reserve for free (ibid.).

As the dispute went on and more livestock were killed, the issue broadened to include compensation for the animals. Law Clerk Reginald Rimmer wrote in 1899 that the CPR probably could not be compelled to provide a fence unless gross negligence could be shown. When the grazing lease was let, Maunsell Brothers also pushed for a right-of-way fence. Finally, in 1906, the CPR built the fence (NA, RG 10, vol. 3968, file 155036).

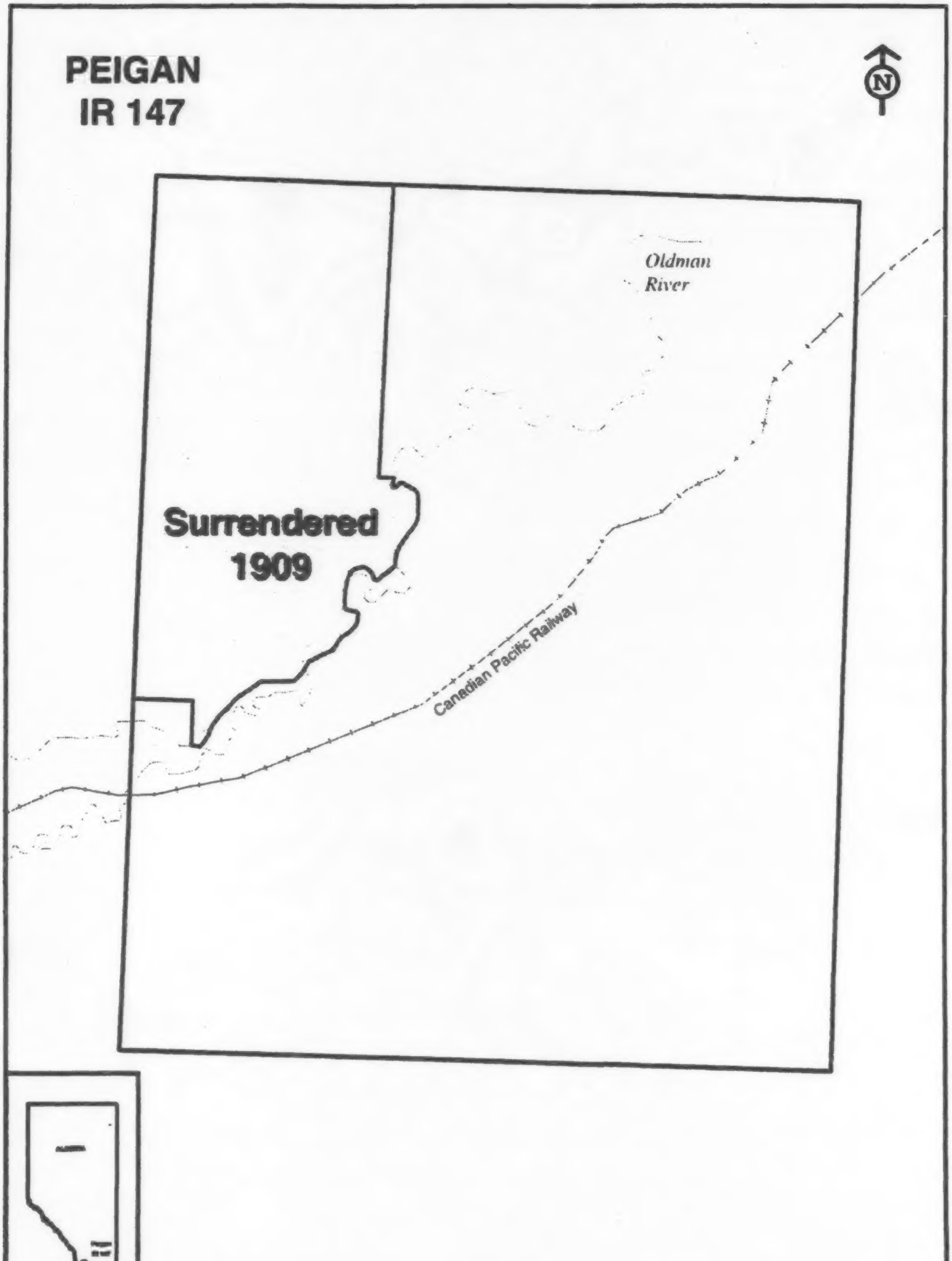
On December 10, 1906, W.A. Orr of Lands and Timber Branch wrote to the Deputy Superintendent Frank Pedley about a request for a quarter section on reserve for townsite purposes. The request had come from John Herron, MP. Pedley replied on December 18 that a surrender was necessary and that it was very doubtful if the Indians would consent to a surrender of the quarter section in question (NA, RG 10, vol. 4034, file 302340-1).

Just as Agent J.A. Markle began discussions in 1908 with the Band about a surrender for a townsite, and possibly some additional land, it seems there was a proposed change of route for the CPR line. Discussions were postponed pending the announcement of a diversion of the line near Brocket station (see NA, RG 10, vol. 3968, file 155036, letter McLean to Markle, May 19, 1908).

On September 28, 1908, McLean responded to an inquiry from A.P. Forszen, of Hurdsfield, North Dakota, about the sale of the reserve. The land has not been surrendered and the reserve was not open for pre-emption, he said. If they were to be sold, it would be "for the best prices obtainable in the interest of the band of Indians owning the same" (NA, RG 10, vol. 4034, file 302340-1).

This inquiry was followed by one in early 1909 from Solomon Edwards, of Staples, Ontario, and one from F. Ferland, of Fall River, Massachusetts, both also saying that they understood the reserve was to be opened in the spring of 1909 (ibid.). In June 1910, MP John Herron again wrote to the Department pressing for a surrender (ibid.).

Further research is needed into conditions on the reserve and in the surrounding area during the time of this surrender.


PEIGAN
IR 147
N
Oldman River
Surrendered 1909
Canadian Pacific Railway

BLACKFOOT/SIKSIKA IR 146
Surrender of 1910

Location: southern Alberta, on the Bow River, near Gleichen
Reserve surveyed: 1883 by John C. Nelson
Size: 300,800 acres
Area surrendered: 115,000 acres, on the south side of the reserve
Treaty 7
Blackfoot Agency

The Blackfoot of the southern plains signed Treaty 7 in 1877 under three chiefs: Crowfoot, Heavy Shield, and Old Sun. When Heavy Shield died, the Blackfoot settled under the other two chiefs on a reserve on the Bow River, near Blackfoot Crossing. The next few years were very hard ones, with cold weather and starvation as threats, as well as a nearby whisky trade. The CPR ran along the north side of the reserve. Rations were issued after 1879, and Cecil Denny was appointed as Indian Agent. The people began to farm in the early 1880s (Jobson 1990, 11-15).

An irrigation ditch was built in the early 1890s, and over the years the two camps of the reserve developed a mixed economy of selling hay, mining, hunting, farming, and ranching. As with many other prairie reserves, ranching became a viable source of income in the 1890s. Until the early years of the new century, there was a strong dependence on rations until the surrounding settlement grew into a source of markets and wage work (Jobson 1990, 16-22).

Agent J.A. Markle came to the reserve from Birtle, Manitoba, in 1901 and began a policy he became known for – cutting off rations to all but the old and infirm. People complained of the lack of food, and some of the elderly allegedly died. Poor health and hard winters continued to take a toll (Jobson 1990, 23-25). Tuberculosis was prevalent, spread by contact with cattle, by housing conditions, and by residential schools.

Markle became Inspector of Agencies in Alberta in 1904 and began his campaign to take surrenders. In February 1907 F.H. Malcolm of Malcolm's Western Canneries wrote to Commissioner David Laird to ask whether his company could procure 1 square mile of reserve land between the CPR and the Bow River. He offered $5 per acre, the price of CPR lands farther south. The question was referred to Markle, who replied that he saw no point in surrendering this small parcel unless a larger block of land to the east of the site was also surrendered, but that he doubted the Band would consent. In reporting Markle's opinion, on February 18, Laird said that land anywhere near the railway should bring as much as $15 or more an acre. He did not believe that the matter should be dropped. Although the canneries would bring many employees near the reserve, and possibly "demoralize" the Indians, he felt it would be a mistake to impede the growth of the cattle industry (NA, RG 10, vol. 7541, file 29104). Markle may have approached the Blackfoot about this offer; Head Chief Running Rabbit told visiting artist Edmund Morris in that year to tell the government that they would never sell their land (Jobson 1990, 41).

Even though he thought the Indians would not agree, Markle believed that they had more land than they needed and that they should sell some outlying land to fund band endeavours (NA, RG 10, vol. 3563, file 82/18, Markle to Laird, February 7, 1907). The matter did not completely lapse and may have been reviewed internally by the Band, because in July 1908, a year and a half later, Markle was authorized by Deputy Superintendent General Frank Pedley to take a surrender. Markle began a series of informal meetings to ascertain people's feelings on the matter and to offer them a recommended surrender of six townships along the southern boundary, where CPR and adjacent lands were bringing $16-$20 per acre. These figures could bring the Band $1.5 million:

> I have heard that Indians in Saskatchewan who surrendered land were paid in cash one tenth of the aggregate sum received for the land and without being told I have made up my mind that they expended the great portion of this money and that there is very little now [to] be seen for this money. The question to my mind is what it would not be more to the interest of the Indians to expend up to 20% of the sum received in something like to be visible for years to come than to give them 10% in [cash]. (NA, RG 10, vol. 3702, file 17537-3)

Markle recommended building better housing, providing farming outfits, fencing the reserve, and giving rations instead of paying cash. Department officials agreed with his proposal except for the promise of perpetual rations, which they felt ought not to be broached. The possibility of cash distributions of interest should be considered, they said, or the money might be placed under the control of the agent. Markle maintained that the promise of rations was the only positive point in accepting a surrender, according to Minor Chief Weasel Calf (who, he alleged, had broached the subject of a surrender of the southern part of the reserve with him). In Markle's opinion, rations might be objectionable, but cash distributions were far more so (ibid.).

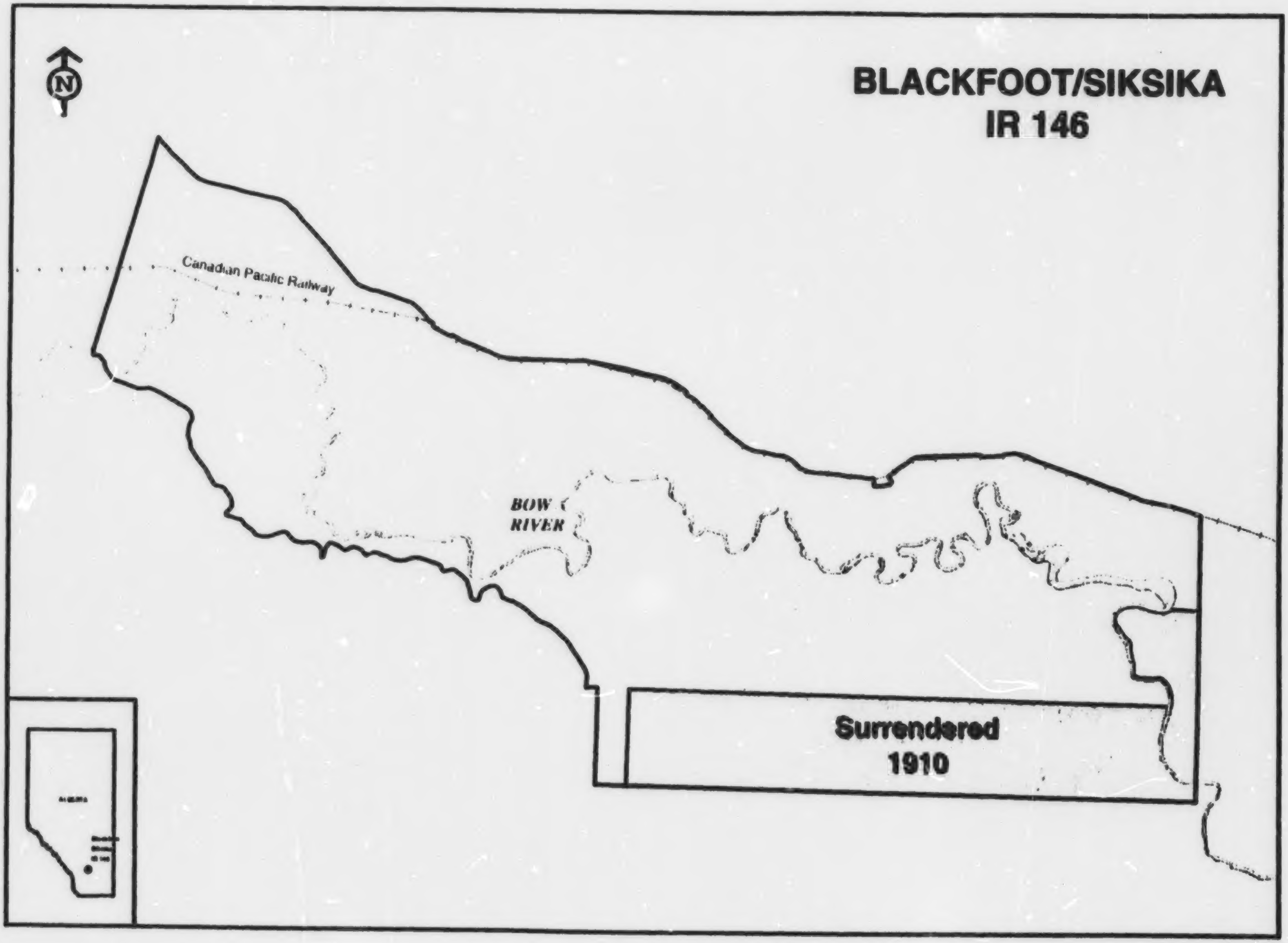
Markle met informally with the chiefs again on September 28, 1908, and reported to Secretary J.D. McLean the next day. Some of the older chiefs rejected any surrender, on any basis, and others wanted $100 an acre. It was apparent to Markle himself and to the agent, J.H. Gooderham, that the

Band would not consent without a guarantee of rations. Besides, he pointed out that one-fifth of the Band was already on destitute rations and that the able-bodied were consuming them. Cash distributions might also not support the aged and infirm, Markle argued, so rations for everyone was a better answer. He had worked out a series of terms with the Band, listed in a separate memorandum. Heifers were to be bought for all who could care for them, and clothing given to everyone else. Fencing, road improvements, a steam engine, and a complete set of farm equipment, horses and harnesses, houses and furnishings were included; the interest money was to be spent on rations and other expenditures at the discretion of the Agent. The proposal also specified one unusual feature: that coal and other minerals were to be reserved by the Band (ibid.). Although it is possible that the terms allegedly negotiated came from the Band, they were very like the terms Markle had previously proposed.

Duncan Campbell Scott evaluated the proposal on behalf of the Department and wrote a memo on January 25, 1909, to Pedley to that effect, saying it was important that the Department be able to meet the terms of the surrender, or else the Indians would be distrustful and there would be no further surrenders in southern Alberta. Scott noted that the fulfilment of the conditions was dependent on high land sales, at $10-16 per acre, and that if the land did not sell as high as they hoped, they could not meet the conditions, including the rations (the cost of which must be advanced until the interest account was sufficiently built up). Scott did not believe they would get more than $8-10 per acre, as the higher price CPR land was sold on a "no crop, no payment" basis (ibid.).

On March 2, 1909, while the Department was considering Scott's memorandum, C. Magrath, the MP from southern Alberta, wrote to Pedley saying that his friends in Gleichen, who had obviously been talking to the Blackfoot, wanted a north-south division of the reserve. He suggested selling land from the north, since the South Camp Indians were the most opposed to surrender. Eventually this group might also agree to sell. No response from the Department is on file. Nonetheless, when Scott's evaluation was sent to Markle on March 16, Markle replied that he might as well return the surrender forms, since the Band would never agree to a surrender with such a low value attached (ibid.).

Apparently there was also a small surrender of land to the Southern Alberta Land Company for an irrigation ditch in 1909, with a small cash distribution (Jobson 1990, 43-44).


BLACKFOOT/SIKSIKA
IR 146
N
Canadian Pacific Railway
BOW RIVER
Surrendered
1910

MISTAWASIS IR 103
Surrender of 1911
Location: near Leask, Saskatchewan
Reserve surveyed: 1878 by Edgar Bray
Size: 49,280 acres
Area surrendered: 1607 acres (1591 acres actually surveyed); 1917: 5066 acres; 1919: 11,520 acres
Treaty 6
Carlton Agency

Chief Mistawasis signed Treaty 6 at Fort Carlton in 1876. He was one of the leaders of the Cree around Fort Carlton, and was also one of the first Treaty 6 chiefs to get a reserve. The reserve was surveyed in 1878 by Edgar Bray and was known as the Snake Plain reserve. The Band began to farm, but relied on a mixed economy, including wage work, freighting, and seneca roots during the first 30 years after survey. (The research reports contain little information on these activities, and they were not researched by the author.) In 1891, part of the reserve, a north-south strip, was subdivided into farming plots.

The reserve was subject to periodic inquiries about a potential surrender, as were most others in the fertile belt. In 1906 the Band began to look for ways to fund the building of a fence around the reserve. As the surrounding lands were homesteaded and purchased, settlers' cattle were coming onto the reserve. The Chief and councillors met on the reserve on March 19, 1906, with the Agent, to work out a plan. If the Department were to advance the money, the Band would reimburse it by collecting a $1 per animal tax from each owner at the annuity payments. All the young men who did not own livestock would also pay $1 each. No documentation exists to show the Department's response, but no fence was erected at that time.

In 1907, Agent Thomas Borthwick wrote to Secretary J.D. McLean that he was thinking of establishing a colony of young Indians in the southern part of the reserve. He wanted that part subdivided, to keep the band members from settling there in an "irregular" fashion. John Lestock Reid did this subdivision, commenting on the excellent quality of the land (NA, RG 10, vol. 4035, file 309541). The colony idea surfaced again in 1910, from Inspector W.J. Chisholm, who wanted to replicate the File Hills Colony experiment (ibid.).

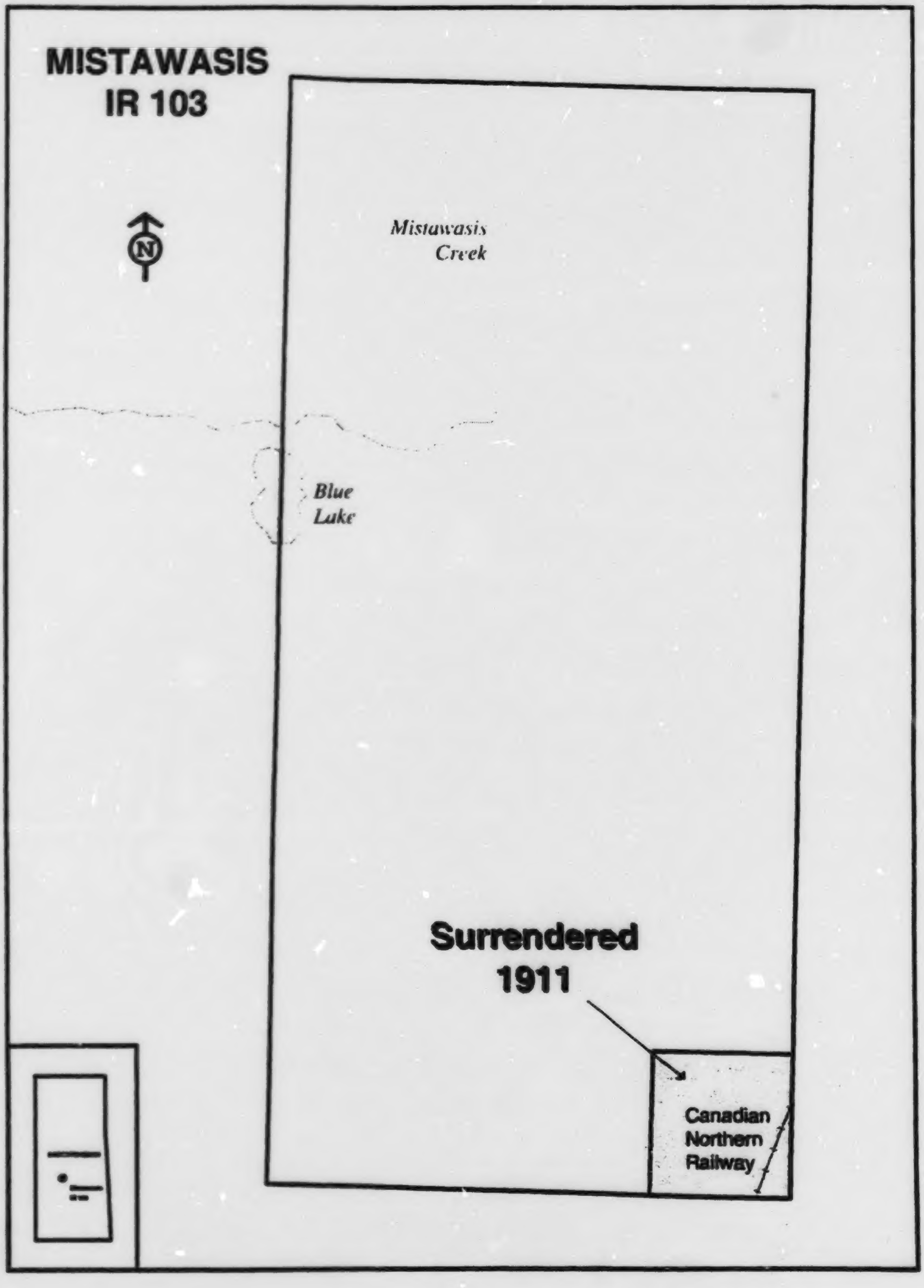
In late 1907 Borthwick suggested that the neighbouring people at Muskeg Lake give up their reserve and move onto the Mistawasis reserve. He cited land in excess of treaty as a reason for the surrender. This suggestion was passed along to Deputy Superintendent General Frank Pedley, with the result that Borthwick was asked to take the matter up with the bands. There is no evidence whether he in fact did so (NA, RG 10, Indian Affairs Central Registry [IACR] file 674/34-13-103, vol.1).

The next event in the sequence was the construction of a Canadian Northern line through the reserve. Borthwick was asked to value the 14.14 acres needed for the right of way, and he placed a value of $12 per acre as compensation. The right of way was approved by Order in Council on October 9, 1909, but the compensation was not paid until almost a year later. Of the $169.68 paid in compensation, 10 per cent went to the Land Managment Fund (NA, RG 10, vol. 8054, file 674/31-2-13-103 CNOR).

The idea of a surrender to pay for fencing arose again in late 1910 and 1911. The Band requested a fence, and the Department wrote to Borthwick asking if the Band could pay for it out of annuity payments or other sources. Instead, Borthwick suggested to the Department that the Band surrender the land cut off by the right of way. He apparently made this suggestion at the Band's request; members estimated that they would get $12 per acre for the surrendered portion. Surveyor J.K. McLean wrote to Chief Accountant Scott, saying that this little parcel of 118 acres was too small for surrender. Instead, he recommended 1607 acres on the southeast corner of the reserve, with an upset value of $9 per acre. This land was already subdivided.

Scott wrote a memo in turn to Pedley, on January 27, 1911, recommending that McLean's suggestion be endorsed, since the Band needed not only a fence but a traction engine, a plow, and a separator too. Some of these moneys could be advanced pending sales (IACR, file 674/34-12-103, vol. 1).

Apparently the escalation of the number of minimum acres was excessive, given the approximately $1500 needed for fence materials.


MISTAWASIS
IR 103
N
Mistawasis
Creek
Blue
Lake
Surrendered
1911
Canadian
Northern
Railway

CHAPTER 5

CONSENT TO SURRENDERS

A number of people in the Department of Indian Affairs were involved when decisions had to be made about the authorization for a surrender, for subdivisions, and for sales. Those who routinely reviewed and had access to the files were Secretary J.D. McLean, W.A. Orr of the Lands and Timber Branch, and the Deputy Superintendent General of Indian Affairs (DSGIA). On some occasions/issues the question of authorization would be referred to the Minister. The chief surveyor and his staff might also be consulted. Issues requiring an advance or loan of money would be referred to accountant Duncan Campbell Scott.

The Commissioner's Office might be asked to report on the need for a surrender, or on a band's response, or on sales possibilities. These reports would sometimes be prepared in conjunction with the Indian agents and/or inspectors, and sometimes by the Commissioner's Office alone. The Commissioner's Office was not always kept informed of events surrounding surrenders, however.

The summaries below are taken from data available to me. Little original research was undertaken for this project. Therefore, gaps in information will be apparent, as will inconsistencies in presentation from one surrender to the next. To some extent, these irregularities reflect the various approaches taken by different writers to the historical and economic research on land surrenders.

PASSPASSCHASE IR 136

Surrender of 1888

More than half the Passpasschase Band had taken scrip in 1886, and settlers in Edmonton were pressing for the release of the reserve base. Proposals had been made by the Department of the Interior, by the local settlers, and purportedly by some band members to amalgamate the remaining members with Enoch.

In 1887 Assistant Indian Commissioner Hayter Reed met with the remaining band members on the reserve to discuss their removal to, and amalgamation with, Enoch. They apparently agreed, but a surrender was not discussed. One of the Department's priorities was to persuade Chief Passpasschase and those who had taken scrip to leave the reserve (Tyler 1978, 124). The move took place in August, and in October the people were paid annuities with the bands they had joined.

Many questions are raised by this amalgamation. Was there still a band in existence? Who would be entitled to vote in a surrender? Would the people who had moved to other reserves in 1887 be entitled to vote, or any former member who had left since treaty signing? Departmental policy on these points was relatively unformed.

Commissioner Edgar Dewdney was authorized by the DSGIA to take a formal surrender, and this task was delegated to the new agent, Major de Balinhard. These actions took place in September 1887, after the removal. Note the wording of the instructions from DSGIA Vankoughnet to de Balinhard on September 30, 1887:

> Cause a meeting of the voting members of the said Papastayo's band to be convened in accordance with the usual custom for calling such meeting, as such time and place as may to you seem most convenient, and bring before them for consideration, the question of surrendering the land within the said Reserve to be disposed of for their benefit . . . . Should a majority of the voting members of the Papastayo's Band be in favour of the surrender of the same on the above terms, you may take a formal surrender thereof from them. (NA, RG 10, vol. 3786, file 42010; quoted in Tyler 1978,127-28)

Agent de Balinhard did not act upon these instructions for a year, citing difficulties locating band members living elsewhere; severe weather and delayed rations also apparently hampered his activities (Tyler 1978, 130). Hayter Reed informed him that he only needed to locate the band members living on or near the reserve, and thus he did not have to locate those living at a distance from the old reserve. When Inspector T.P. Wadsworth arrived in November 1888, the Inspector and the Agent approached only three men from Passpasschase who were living with Enoch's Band at Stony Plain. All other former members were ignored, even though they had been present at annuity payments that fall (Tyler 1978, 137).

The meeting on November 19, 1888, to discuss the Passpasschase surrender involved the Agent, Inspector Wadsworth, and three former band members. There may have been as many as 12 others, living in Peace Hills or Bear Hills, who were eligible to vote. None of the potential voters was in fact still living on the reserve, so the decision as to whom to consult appears to have been arbitrary (Tyler 1978, 140-41).

According to personal communication from Jim Lapotac to Ken Tyler, October 1973, one of the three band members opposed the surrender, but was told that such a small number of people could not keep a large reserve idle (Tyler 1978, 140-41). The members asked for lumber and shingles for building new houses on Stony Plain. There is no record of voting procedure, the type of notice of meeting, the amount of notice, or the specifics of the discussions. All three voters signed the surrender document, even though one individual was allegedly opposed. The affidavit was not signed until May 22, 1889. It was signed by Agent de Balinhard and Napasis before Justice Rouleau of the Supreme Court of the North-West Territories.

According to Tyler, the surrender document was hastily prepared and contained mistakes. For example, it referred to the reserve as located in the province of Alberta, although the province did not exist at the time (Tyler 1978, 138). It appears that the majority of those present at the meeting consented to the surrender.

SHARPHEAD IR 141

Surrender of 1897

Commissioner A.E. Forget was at the Edmonton Agency in September, and Agent Charles de Cazes, having been told in July to take a surrender, called a meeting at White Whale Lake on September 11, 1897. Forget, in his report written December 9, 1897, stated that the former Sharphead members who had had land allocated to them at White Whale Lake and were living there should receive no particular benefit from the surrender; he therefore told them that they would be entitled only to the difference between the size of their old reserve and what had been reserved for them at White Whale Lake, or 26 square miles. After this was explained to them, the nine voters present, whom Forget listed, voted in favour of the surrender. Three other people who were entitled to vote were absent. Forget then identified four voters who had transferred from White Whale Lake to Samson's and Ermineskin's Bands, and he considered that they had, by virtue of the double transfer, lost all rights to the Sharphead reserve (NA, RG 10, vol. 3912, file 111777-1).

Signatories to the surrender document were: the nine voters; de Cazes; Forget; Paul, headman at White Whale Lake; Henri Blanc, interpreter; and A.E. Lake, Agency clerk.

The affidavit was also sworn on September 11 before Forget, acting as justice of the peace, and certified by de Cazes and "Simon, Headman." There is no information about a notice of meeting or any other discussion of terms of surrender. The surrender document lists the "Sharphead Band" and the affidavit identifies Simon as a headman of this band, even though the band no longer existed. The affidavit was sworn before a departmental official present at the meeting whose job it was to take the surrender, rather than an independent party.

In terms of the level of consent obtained, it might be questioned whether those members accepted into bands other than White Whale Lake had in fact lost the right to vote. Even if these individuals are considered, along with absentees, as possible voters, the vote would still have carried with a small majority, but the decision of the four other people not to attend the meeting could not have been an informed one.

OCEAN MAN AND PHEASANT'S RUMP IR 68 AND IR 69

Surrenders of 1901

When James Smart, the Deputy Superintendent General of Indian Affairs, began to push for a surrender of these two reserves after a visit there, Commissioner David Laird was asked to investigate the conditions under which these two bands might surrender their undivided reserves and move onto White Bear, amalgamating with that Band. Laird reported that Farming Instructor H.R. Halpin had already spoken to the bands and had found them in favour of removal, but that a definite proposal was needed. Laird asked what the Department planned to pay the Indians for the old reserve, and was told to establish the terms by which a surrender could be obtained (Tyler and Wright 1978b, 99).

A meeting was held on January 17, 1899, with the two Assiniboine bands. They informed Halpin that they expected to have agricultural assistance, new land broken for them at White Bear to replace what was lost, annual payments, and possibly an addition to White Bear if land requirements exceeded supply. Most of the opposition to the surrender came from the headmen, Halpin noted, and they could be coerced into agreement. He also suggested that the land was worth $1 per acre en bloc. Halpin's suggestions brought no response from the Department (Tyler and Wright 1978b, 99-100).

The demand arose again in mid-1899. In time, DSGIA Smart wrote to Secretary J.D. McLean asking for a report, subsequent to an agreement to sell the Chacastapaysin reserve to a group of Hungarians. The latter reserve had been surrendered in 1897. Smart proposed that Ocean Man and Pheasant's Rump could be sold en bloc to a group of settlers, just as the Chacastapaysin reserve had been; he suggested also that $1 per acre was a reasonable price: "[T]hey might not be willing to sell to any one else for settlement at the same price as to the Government, but I am inclined to think that $1.00 per acre is all the land would be valued at as it stands" (NA, RG 10, vol. 3839, file 69244-1). Laird and Halpin had also suggested $1 per acre. In a second memo in June 1899, Smart said that "the land is not be be paid for or sold. What I want is a statement as to the terms upon which these Indians will give up any claim on the Pheasant's Rump and Ocean Man reserves and all move to White Bear reserve." He repeated that there was sufficient land at White Bear for all three bands (NA, RG 10, vol. 3898, file 69244-1). W.A. Orr of the Lands and Timber Branch prepared a memorandum on June 27 in which he advised that the Indians should be offered $1 per acre for the land.

In the fall of 1899, Frank Pedley travelled to the U.S. Agencies, including Omaha, and then visited Saskatchewan, Alberta, and the area around Winnipeg. His trip coincided with a land-buying expedition led by Sam Clarke, an associate of his father-in-law, and it included a visit to the Moose Mountain Agency. Clarke was buying land in that area. In late fall the Omaha Immigration Agent, W.V.H. Bennett, asked to tour the west and got Pedley's endorsement. He travelled with C.W. Speers, the General Colonization Agent based in Winnipeg. The two men were looking for colonization sites, and one of their stops was at the Moose Mountain reserves. According to Speers, Bennett expressed doubt about whether the site was suitable for one of his clients, a group of Bohemians, but this fact may have had little influence over later decisions (Tyler and Wright 1978b, 109-12).

Shortly after Bennett's return to Omaha, he sent a covering letter to DSGIA Clifford Sifton enclosing a letter dated December 4, 1899, from George West and Joseph Armstrong. West was a local passenger and ticket agent who frequently acted as subagent for Bennett. Armstrong was a banker from Nebraska, but later investigations would show that his signature to the letter was forged. The letter was an offer to purchase the two reserves for settlement purposes, and specified a payment of 90 cents per acre plus resettlement expenses for the Indians (resulting in an actual cost to the buyers of 99 cents per acre). In return, the agents would place settlers on up to 10 per cent of the land. The letter did not name Bennett as part of the scheme, but it implied that an associate had spoken to the bands and had found them agreeable. The letter also implied that the bands were already part of White Bear Band. The proposal included similarities to assertions made by others over the previous year or so.

The covering letter, dated December 13, mentioned Bennett's brother-in-law McElhinny and a Mr T. Ringwalt as also being potential backers. Bennett met with William White, Inspector of U.S. Immigration Agencies, in Chicago on December 22 (Tyler and Wright 1978b, 113-15).

Meanwhile, the proposal went through the system in Ottawa. Surveyor A.W. Ponton was asked to give an opinion, and he supported the proposition. He also commented, however, on the means necessary to take a surrender. The bands would not be induced to surrender by being told that the moneys would be funded to their trust account; they would want to see immediate benefits. Ponton also pointed out that the number of settlers the syndicate proposed to put on the land was low and should be raised to one settler per section; he noted that anyone not intending to place settlers on the land should be asked a much higher price per acre. Sifton's secretary J.A.J. McKenna supported this assertion in a memorandum, and he recommended immediate steps to secure a surrender (Tyler and Wright 1978b, 119-22).

Commissioner Laird was asked by J.D. McLean, Secretary of Indian Affairs, whether a surrender of land should be taken from the White Bear Band for the land needed for Ocean Man and Pheasant's Rump. This would remove any difficulty entailed in sharing proceeds, McLean said. He also asked Laird to comment on the selling price. Laird replied that nearby CPR lands were selling for $3 per acre, and that farmer Halpin had warned that Canadians would be upset if the land was sold privately to outsiders without their having had a chance to purchase. Laird stated that the best idea would be to survey the land and sell it to actual settlers at $2 to $3 per acre as an upset price. Still, Laird would endorse the sale to the syndicate at $1.10 per acre, paid in five instalments at 6 per cent, but he went so far as to suggest that one settler be placed on every half-section. Laird also suggested a per capita distribution at the time of surrender, part of which would be moving expenses, and he asserted that the White Bear people should get some of the proceeds. The rest would gather interest for the Assiniboine people.

> The Indians need not be troubled with a full explanation of this division - they would doubtless be satisfied to be told that the Government would fund the money received for lands, over the $5000 advance, to be given them as they required help. (NA, RG 10, vol. 3839, file 69244-1).

The $1.10 per acre price was endorsed by McLean, in a reply to Laird, but he recommended that the syndicate not be pressured to increase the number of settlers, lest the proposal be withdrawn. He believed that the move and amalgamation would be in the interest of the Indians, enabling them to "secure employment" working on the farms of others (Tyler and Wright 1978b, 123-28).

A Brandon newspaper, the *Independent*, published a story on February 22, 1900 – before Laird had even made his report – saying that the two Assiniboine reserves were to be sold to an American syndicate at a very low price. Someone, perhaps from the Commissioner's Office, had leaked the information after the proposal arrived at the office. Halpin had also seen the proposal. The story sparked a question in the House of Commons from Nicholas Flood Davin, the Conservative Member of Parliament from West Assiniboia; in answer, James Sutherland, acting Superintendent General (while Sifton was away), said only that the sale was under consideration. At the same time, Halpin wrote to headquarters in support of the surrenders as money-saving opportunities, and the Liberal *Moosomin Spectator* ran an article on April 5 defending the wisdom of the sale and the concurrence of the bands in the scheme. Bennett, according to telegrams, was holding meetings with White, with West and company, and possibly with Smart and Pedley; he also visited the region again in April with C.W. Speers (Tyler and Wright 1978b, 129-35).

Meanwhile, the sale of the Chacastapaysin reserve to the Hungarians fell through when no payments were made, and a new proposal arrived from Council Bluffs, Iowa, just across the river from Omaha, to buy that reserve under conditions almost identical to those agreed to by the Hungarians. These conditions had not previously been published. The proposal came from a duo identified as J.W. Mitchell and John C. Neeley. Tyler and Wright have speculated that the information was supplied by Smart and Pedley, and the proposal concocted by Bennett and White. John C. "Neely" was in fact a clerk in one of the offices where George F. West was a railway agent. J.W. Mitchell has not been identified. Two letters were sent in late November to Smart: one was from Mitchell and Neely, and one was from West; one was about Chacastapaysin, and the other was about

Moose Mountain. Both inquired about federal response, and both were typed by the same person on the same typewriter (Tyler and Wright 1978b, 142-43).

Smart replied to West immediately, suggesting that the funds for removal expenses were not adequate. In a letter of the same day, December 7, 1900, he said that the advance for removal expenses should be more like $12,000 or $15,000. This would put a larger amount of the purchase price in the hands of the Assiniboine, but the price per acre would remain the same. This suggestion would violate the terms of the *Indian Act* of the time, which allowed only 10 per cent to be advanced. Laird was asked to take the proposal to the two bands. He abandoned the idea of a surrender from White Bear, and simply recommended that the proceeds, minus the removal expenses, be funded jointly to all the bands living at White Bear. Smart asked Laird, finally, to consult the closest Homestead Inspector regarding land values (Tyler and Wright 1978b, 148-49).

The Homestead Inspector confirmed the earlier $1 per acre valuation, even though some lands in the district were selling for $3 per acre. Laird told West and Armstrong in January 1901 that he thought their offer was insufficient, being even less than $1 per acre; the advance payment was also inadequate. He suggested a deposit of $1000 be given to him, as evidence of good faith, before he negotiated with the Indians. When the surrender was taken and accepted, he would require $6000 from the buyers for removal expenses, plus $1 per acre on top of that. As soon as Laird sent this counter-proposal back to the buyers, a letter arrived from McLean suggesting that local settlers be allowed to purchase the land at not more than $2.50 per acre, and that this possibility be written into the arrangement. This letter may have reflected local awareness of the proposal and pressure on the Department to allow others to be involved (Tyler and Wright 1978b, 150-51).

West responded just after a visit by Bennett to Ottawa, and $1000 was wired from an unknown source to his bank. He made a counter-offer, accepting most of Laird's terms, but he wanted to apply $4000 of the $6000 advance to the purchase price of $1 per acre, and he asked for a patent of three sections once the advance was paid. West also suggested paying the balance in four instalments at 4 per cent interest. He said in a later letter that they would not agree to sell land to local settlers at $2.50 per acre, but would sell at $3 per acre, the usual rate for government lands, the offer to be open for six months only. Laird then made yet another counter-offer, raising interest rates to 5 per cent, and setting conditions of advance payment that would effectively raise the purchase price to $1.11 per acre. He asked for two settlers on each alternate section of land, until a maximum of 25 was reached. Patent would be issued when all conditions were met and payments made. The prospective buyers agreed to this, with the insertion of their "six month" limited offer to local settlers (Tyler and Wright 1978b, 155-56).

Smart drafted a memo to the Minister recommending the sale, stating that the Indians were anxious for the sale and removal to take place. He also said that the Assiniboine and the White Bear people were all one band, and that the surrender cash would put them in a better economic position. Smart gave the financial arrangement a strong endorsement. Laird got the support he sought from Sifton, and on March 14, 1901, Laird received authorization to take the surrender (Tyler and Wright 1978b, 157-60).

Finally, the bands themselves were involved in brief negotiations. On March 27, 1901, Laird returned surrenders from the two bands, as well as an amalgamation agreement, to Ottawa. He stated that he had met the Indians of all three bands, over two days. On the first day he explained the terms; on the morning of the second, the bands made counter-demands, which he refused. On the afternoon of the second day, March 21, they signed the agreements. There was no mention of a vote (Tyler and Wright 1978, 160).

Interpreter McArthur gave his version of events in a 1972 affidavit:

> McArthur was called in because he could speak both Assiniboine and English; his father was the first farm instructor on the reserves, and had previously been with the North West Mounted Police at Wood Mountain.
>
> McArthur translated for Laird.
>
> The men were called in by Laird but not told what the meeting was about until they arrived.
>
> They were told that Laird wanted to buy their land.
>
> Laird offered Ocean Man $50,000, to be put in their hands, half of which would go to White Bear.
>
> Laird was told by Pheasant's Rump members that they did not want to leave their loved ones, buried there. They refused to agree. Laird offered them more land at White Bear. They refused, for four days of negotiations. Laird then threatened to have them driven out by police.

> "I am through here [said Laird]. Striped Blanket sold their land to me, but Pheasant's Rumps' won't sell, but when it is time for Striped Blanket to move Pheasant Rump's band will be driven out by the police."
>
> Pheasant's Rump people never agreed, and threatened a violent refusal to move, until McArthur told them it was useless. The white men would kill them. (Tyler and Wright 1978b, 164-66)

Tyler and Wright (1978b, 168-71) analyzed the record of Laird's correspondence and concluded that he must have left Winnipeg midday on March 20. He apparently was back in the office on March 23, but was absent on March 24-26 before the surrenders were mailed from Winnipeg on the 27th. They suggest that he might have returned to Pheasant's Rump for more negotiations. It also appears that the interpreter, McArthur, was paid for four days.

Both surrenders were dated March 21, and both were witnessed by H.R. Halpin, interpreter for the Cree, and W. Murison and Xavier James McArthur, interpreters for the Assiniboine. The Ocean Man surrender was signed by one headman; the Pheasant's Rump surrender was signed by two men, neither of them the headmen. No chief signed for any of the three bands. The affidavits were taken the same day, in the Agency office, before John George Hardy, JP. In neither document did Laird fill in his name beside the clause saying that assent had been given at a properly called meeting, as was the usual practice. Hardy also witnessed the amalgamation agreement, as did Murison and Halpin. The headmen of all three bands signed it (Tyler and Wright 1978b, 161-63).

ENOCH/STONY PLAIN IR 135

Surrender of 1902

See Chapter 4, Demands Leading to Surrenders, for earlier discussions with Enoch over a surrender.

Agent Charles de Cazes was authorized in March 1898 to take a surrender at Stony Plain. He met with band representatives on April 12, told them of the proposal to take a surrender of 14 square miles on the northern edge of the reserve, and suggested that they meet among themselves. They did so and delivered a written statement, with 25 signatures, to the effect that they did not want to release any of the reserve to white settlers, nor did they want any grave sites disturbed. De Cazes then met again with them. Most of the band members then proposed a sale at $3.50 per acre, with the proceeds to be divided among band members. In his report on the meeting, de Cazes told the Department that he did not believe such a surrender was necessary to secure a right of way. McLean, taking this advice, told Superintendent General Frank Oliver that no surrender was taken, and he told Ponton to look into the right of way issue (Tyler and Wright 1978c, 124-27; see also NA, RG 10, vol. 7542, file 29110-6).

Agent de Cazes died of a prolonged illness in July 1898. Oliver immediately began to press to have James Gibbons, president of the Edmonton Liberal Association and liquor merchant, appointed as agent. Gibbons was appointed, just at the time of the 1898 territorial elections.

Matthew McCauley was re-elected to the territorial assembly from the Edmonton district and, soon after the election, he sponsored a petition from Spruce Grove and Stony Plain asking for a road to be built across Stony Plain reserve as a more direct route to Edmonton than the existing road on the northern boundary of the reserve. The issue reached Agent Gibbons, via Commissioner David Laird, and both endorsed it, even though the proposed right of way through the reserve was not connected to a road survey on either side of the reserve. Unlike his predecessor, Gibbons believed that the Indians were in favour of placing a right of way through the reserve. Plans proceeded to have land for the right of way expropriated once a survey plan was received from the territorial government. The right of way was surveyed in the summer of 1899, but no road was built. Instead, the original highway on the northern boundary of the resource was improved and used by the same settlers who had once complained that it was not a good route (Tyler and Wright 1978c, 151-54).

Oliver and local businessmen in the Edmonton, Calgary, and Cardston boards of trade began to push again for land surrenders; in 1899 a plea was made directly to Minister of the Interior Clifford Sifton on his visit to Edmonton to have the Stony Plain reserve surrendered. In November 1901, J.A.J. McKenna, newly appointed Assistant Indian Commissioner, was in Edmonton doing his work for the Half-Breed Commission. He evidently met with Agent Gibbons on December 20, 1901. In a discussion of the need to have fencing around all or part of the reserve, Gibbons raised the possibility that, since the Indians were dying off, the reserve might be surrendered, the Indians moved to the foothills of the Rockies, and the reserve sold – thus eliminating the need for fencing. Or, he suggested, the 14 square miles located north of the right of way could be sold, and the rest of the reserve fenced with the money. Gibbons then reported on the decline of agriculture on the reserve in the years since he had become agent (NA, RG 10, vol. 4001, file 209109; see also Tyler and Wright 1978c, 169-70).

Commissioner Laird endorsed the idea of a surrender of the 14 square miles rather than the whole of the reserve, and McKenna prepared a memorandum on the topic for the Minister. According to McKenna, if the reserve was fenced without a surrender, the right of way would need a separate fence, which the North-West Territories government would not pay for. Therefore, if the 14 square miles north of the right of way were to be surrendered, there would be no need for a separate right-of-way fence, because the remainder of the reserve could be fenced with the proceeds of the sale. Thus the fencing of the right of way was the Indians' responsibility, he suggested. He also suggested that the terms of the surrender should include the promise of outfits for the Indians and a discontinuance of rations.

As a result of McKenna's memo, McLean authorized Agent Gibbons to take the surrender (Tyler and Wright 1978c, 173-76).

The meeting for the surrender was held on January 20, 1902. Gibbons reported that the all-day meeting was successful, but he did not explain what was proposed or explained, or who voted. It is obvious that various conditions to the surrender must have been discussed, and the Band asked that the surrender not be submitted to authorities until their additional conditions were agreed to. Gibbons also reported that he had explained to them that all rations, except to the old and destitute, would be dropped, after two years at the outside. The Band voted to use the proceeds from sales to build a fence, even though they had $42,000 in the capital account from the Passpasschase surrender. They also agreed to an expenditure of over $9000 for outfits (Gibbons to McLean, January 23, 1902, NA, RG 10, vol. 7542, file 29110-6).

It is not evident from Gibbon's writing whether his ultimatum concerning rations was a promise of what would happen it they did – or did not – sign the surrender. He may have said that the rations would simply stop, and perhaps the surrender was their only way to raise cash.

Fourteen voters signed the surrender document. There appear to have been between 35 and 38 eligible voters (Claim submission). Witnesses included Henry A. Carruthers, Agency Clerk, who clearly filled in the blanks on the document, and interpreter John Foley. The affidavit was sworn before S. LaRue, JP, of Edmonton. James Gibbons and Mista Jim, Chief, signed it on February 14,

1902. Presumably a majority of those attending consented to the surrender, but it is not likely they were a majority of voters. If, however, more than fourteen were present at the meeting, there could have been a majority of a majority. No information was uncovered regarding the substance, notice, and location of the surrender meeting.

ROSEAU RIVER IR 2

Surrender of 1903

In 1895 Ebenezer McColl, Inspector of Indian Agencies in Manitoba, was asked by the Department of Indian Affairs to report on the potential surrender of the reserve, given the demands by residents of Emerson and Dominion City for reserve land. McColl reported June 3, 1895, that he had met with the chief and headmen, and that they were opposed to surrendering the reserve under any condition (NA, RG 10, vol. 3730, file 26306-1). The residents of Emerson again petitioned on January 15, 1898, asking for 1300 acres of reserve land. At the same time, band members living at each of the two reserves wrote letters, expressing fear that they were going to be asked to leave their reserves. They also requested additional land between the two reserves, as promised at treaty (NA, RG 10, vol. 3565).

On April 21, 1898, the new Inspector of Indian Agencies for the district, S.R. Marlatt, wrote to Indian Commissioner Forget suggesting that the band be "induced" to abandon their large reserve near the mouth of the river for a new reserve east of the Rapids. Much of the land available for exchange was, however, already occupied by others. On June 2, Secretary McLean, in a letter to Forget, echoed this idea, stating that with the Band's reduced population, band members actually had a surplus of 9 square miles, and that an effort should be made to get them to surrender a large part of their larger reserve, IR 2 (NA, RG 10, vol. 3730, file 26306-1).

In April 1900, the residents of Emerson and Franklin sent petitions, via real estate agent Michael Scott, to Member of Parliament J.A. Macdonnell. James Smart wrote to Macdonnell on June 23 promising to send the matter to the Commissioner for a report, but reminding the parliamentarian that the government would have to "pay a reasonable value for the land" to the Indians. To justify the expenditure, he wrote, it would be necessary to determine whether there was really a need for the land (NA, RG 10, vol. 3730, file 26306-1). Another petition from Franklin followed in July.

In 1899 the Band had an Order in Council passed authorizing them to use capital funds to fence the entire reserve, to keep cattle on reserve. The Indians were having trouble with settlers impounding the Band's cattle (Memo to Governor General in Council, April 5, 1899, NA, RG 10, vol. 1122).

In response to pressures from the Department, Inspector Marlatt promised on December 21, 1900, to meet with the Indians at their next annuity payments, to see whether they would surrender, and on what terms. Marlatt expressed doubt as to whether the Band would move, although he thought it in their best interests to be farther from white settlements. He also suggested that the lands should not be sold until good prices could be realized; the land values would increase over the next five years since the reserve was located between two railways, and within three miles of two stations. "I cannot see that the Department should consider the petitioners of the Municipality of Franklin, as their motive, as shown by the resolution of their Council, is a purely selfish one in which the interests of the Indians is not taken into consideration" (Marlatt to Laird, NA, RG 10, vol. 3565).

Conservative MP A.A.C. LaRivière again raised the question of the removal of the Indians to some more "convenient" and "profitable" place (Canada, House of Commons, *Debates*, February 21, 1901, 82-83).

Marlatt advised March 21, 1901, in a letter to Commissioner Laird, that he had met with the Band on February 26, and had explained the matter of capital and interest funds, but had not advised them to sell. The Indians of the "lower Reserve" were willing to sell, but those living at the Rapids were not; the latter believed that the government had already cheated them once (NA, RG 10, vol. 3565). This was reported on February 24, 1902, to LaRivière, in the House, in answer to yet another plea (House of Commons, *Debates*, February 24, 1902, 247).

John Howard of Winnipeg wrote two letters to Minister of the Interior Clifford Sifton in June 1901 asking to have the reserve surrendered, and asking to have first right to purchase the land for colonization purposes. Deputy Minister Smart, in a letter to McLean on June 14, 1901, thought the scheme itself was absurd, but he continued to press for the surrender of the land.

The following year an article appeared in the Dominion City *Echo*, on February 2, 1902, urging that the reserve be opened, as it was occupied by only a few "indolent" Indians. It would be better for the Indians to have less land and more money in the bank, the article said (NA, RG 10, vol.

3730, file 26306-1). Soon after LaRivière again raised the question in the House. Sifton replied that the consent of the Indians was necessary, and that the Indians did not want to sell (House of Commons, *Debates*, February 24, 1902, 247).

Secretary McLean reminded Indian Commissioner Laird that the Band, in his opinion, had a surplus of land and that, although a land exchange was not desirable, it might be necessary to get them to surrender (NA, RG 10, vol. 3730, file 26306-1).

Marlatt again met with the Band in October 1902. He reported that the older men were opposed to the surrender, and the younger men more favourable, and that they would discuss it among themselves and get back to him by Christmas. He reported that he had had an offer of $10 per acre for the eastern sections, and believed that the land would get between $8 and $18 per acre at auction. Attendance was scant at the meeting (Marlatt to Laird, October 25, 1902, Laird to McLean, October 28, 1902, NA, RG 10, vol. 3565, file 82/29). On December 23, the three chiefs and councillors reported that they had decided not to sell. After Laird informed them that they would be better off selling the land they did not use, they explained their reasons. They needed the land in the eastern part of the reserve because it was higher and less prone to flooding. The chiefs proposed to use the entire reserve for crops and cattle. Laird persisted in arguing that the settlers would put the land to better use than the Band had, and that the diminishing Band would have more use for money than land (NA, RG 10, vol. 3563, file 82/29).

Clifford Sifton's private secretary, A.P. Collier, wrote to Marlatt on January 13, 1903, and said that Sifton wanted him to go immediately to the reserve to secure a surrender (NA, Sifton Papers, MG 27, 11 D 15, vol. 250). Surrender forms were sent from Laird's office. According to an article in the *Echo* on January 24, 1903, Marlatt met with the Band on January 20 to ask for a surrender and was turned down. The article reported that the gathering was large. "Let us hope they will come to their senses soon."

An article in the *Echo* of February 19, 1903, reported on the surrender taken on January 30, and suggested that a deputation led by George Walton to Sifton during the latter's last visit to Manitoba had been persuasive, and that Marlatt had been allowed to "offer the Indians tempting inducements to sell their right to the land." Marlatt had apparently met Walton, on Sifton's advice, the day before his January 20 meeting with the Band.

Marlatt wrote to Secretary McLean on March 25, 1903, about the taking of the surrender; he enclosed some accounts with local merchants in Dominion City. He explained that he had had "very considerable difficulty" in taking the surrender, and only was successful after promising to advance $500 as soon as the document was signed. He suggested borrowing money from the Band's capital accounts to pay the debts, and then reimbursing the capital funds from the proceeds of the sale. It is not clear from his letter whether the accounts pertained to further promises made at the time of the surrender (NA, RG 10, vol. 3731, file 26306-2).

A meeting held on January 30, 1903, resulted in a surrender to the Crown of a 12-square-mile piece of IR 2. Marlatt took the surrender, but did not record the discussions or the vote. Twelve men signed the document. [Number of voters not recorded]

The affidavit was signed by Marlatt and by Chief Antoine, before O. Bellanauve, JP, on January 31, 1903.

For more discussion about what the Band thought it was agreeing to, see Chapter 6.

MICHEL IR 132

Surrender of 1903

See Chapter 4 for prior discussions with the Band, including letters of request for the surrender.

Agent James Gibbons, as authorized by Frank Pedley, took the surrender from the voters of the Michel Band on July 20, 1903. The surrender encompassed 7800 acres, a strip of one and a half miles along the western side of the reserve. The surrender document was signed by the Chief and Headman and six other men, eight voters in all. There is no documentation on the number of voters in the Band, on the number of voters present, or on the circumstances of the meeting. Nineteen male band members had been listed in the letter of June 8, 1903. Twelve had signed the letter of request of January 19. (No research was done on eligible voters.) The first affidavit was sworn before a notary public eight days after the surrender, and it was rejected. The second was sworn before S. Lakey, JP, dated August 18. Chief Calihoo also signed it with Gibbons (Tyler and Wright 1978a, 129-30).

It is assumed that the level of consent obatined at the meeting included a majority of voters present, but the documentation is not complete.

COTE IR 64

Surrender of 1904

When the Canadian Northern Railway first proposed to acquire station grounds and a townsite amounting to 574.46 acres from the Cote reserve, Assistant Indian Commissioner J.A.J. McKenna wrote to Munson and Allan, the company's solicitors, on October 29 and stated that this was too much land for an expropriation and it might require a surrender. Because of this possibility, McKenna had already met with Chief Joseph Cote and the Band, who were not enthusiastic about a townsite and thought that the amount specified for a station ground (99 acres) was excessive. They would be willing to sell a smaller amount for $25 per acre, but if the company desired more, they would sell at $50 per acre; townsite land would be $100 per acre. Alternately, they would agree to a down payment of $25 per acre for a townsite, provided that they could share equally in the proceeds of the sale of town lots (minus the advance) (NA, RG 10, vol. 7668, file 22117-2).

McKenna, who was to become the primary departmental negotiator, forwarded a copy of his letter to Secretary J.D. McLean on November 4. He outlined to McKenna what the Indians wanted to do with the funds generated. They wanted control over expenditures, which would probably include the loan of funds to band farmers, and per capita payments to non-farmers. The Chief stipulated that there should be no deduction for land management, as this was a departmental responsibility. Similarly, provisions for the destitute was a departmental responsibility and was not to derive from the funds from land sales (NA, RG 10, vol. 7668, file 22117-2). Agent Henry Carruthers received a copy of the letter and reported November 10 that he had read the contents to Chief Cote and had gotten his approval. He noted that the company was planning to start laying sidings, although permission was not in place (NA, RG 10, vol. 3561, file 81/8).

On December 11, 1903, Munson and Allan wrote to Laird on behalf of the Canadian Northern. In the letter, they reduced their request to 30.06 acres for station grounds, and 55.76 acres for a townsite. They agreed to buy the townsite at $25 per acre, to bear the expense of survey, and to share the proceeds (minus the advance) equally with the Indians, provided that they set prices and conducted sales themselves, that the station grounds were free, and that the Indians gave the company an exclusive option of acquiring an additional 50 acres over the next few years, if necessary. Laird wrote to Carruthers endorsing this proposal, recommending that Carruthers point out to band members that the railway had increased the value of their land. Should they not agree to give up the 30.06 acres for station grounds, Laird suggested compensation at $8 per acre, the same rate as the right of way (NA, RG 10, vol. 3561, file 81/8).

Carruthers immediately met with the Band on January 14, 1904, which was, ironically, the same day a letter was sent from McKenna informing Carruthers of Minister of the Interior Sifton's decision not to allow a townsite within three miles of a reserve. The Band had made three counter-offers, Carruthers said, any one of which they would accept:

- Selling 400 acres at $25 per acre, with a $10,000 cash advance; Band to share in the proceeds of sales, minus the advance; station grounds free; additional land held as option for five years.
- Selling 200 acres at $50 per acre, cash up front, plus station grounds free.
- Selling 55.76 acres at $100 per acre for townsite, plus the 30 acres of station grounds at $50 per acre; 50 additional acres at $100 per acre held for one year.

All sales were to be cash up front (NA, RG 10, vol. 3561, file 81/8).

Carruthers wrote another long letter on January 25, after he had received McKenna's letter about Sifton's decision. Carruthers said that band members were excited about the proposed sales and the infusion of cash, as they were already preparing for the spring farming season and needed horses and machinery: "They get no rations, and what little they earn, it takes to keep them and their families, how then are they to outfit themselves, to enable them to work?"

In spite of the evils of a town, Carruthers felt it was better to have the good markets with the bad, close enough to reduce travelling expenses. The agency also needed a doctor close by. A hardware store, lumber yard, and grocery had already been built on the edge of the right of way; the owners, Bigham and Nix, had been told by Theodore Burrows, MP, that they could safely build it (NA, RG 10, vol. 3561, file 81/8). Burrows was Sifton's brother-in-law and associate. Is it plausible that he could have anticipated, despite Sifton's reluctance to place a townsite on reserve, that the surrender/expropriation would take place?

McKenna replied to Carruthers that he felt the Minister's mind was made up. Although Sifton did not want the Department to establish townsites on reserve, he did want to see the bands become agriculturally self-sufficient, as they had in the Qu'Appelle Agency. For that reason, he had appointed

Graham as Acting Inspector. When McLean received Carruthers's letter, he directed McKenna to investigate the issues and report on them, and to advise whether the Minister should adhere to his ruling (McLean to McKenna, February 5, 1904, NA, RG 10, vol. 3561, file 81/8).

On March 11, 1904, Munson and Allan wrote to Laird with what was to be the determining offer. They would pay Cote $10 per acre for 272 acres; after the sum of $5000 had been realized from sales, deducting the costs of registration and surveys, the Indians would receive a half interest in subsequent sales. The company was making a final offer for a townsite; if the Indians did not accept it, then Canadian Northern would offer to compensate a station grounds expropriation at $10 per acre. According to a letter from McKenna to Carruthers, dated March 19, this proposal had come out of a meeting McKenna had instigated (NA, RG 10, vol. 3561, file 81/8). McKenna had been negotiating with the company while he was supposed to be reporting on the advisability of a townsite.

Carruthers reported to Laird on March 29 that he had gone ahead and taken the new proposal to the Band. They had agreed to the new conditions, with one exception: the division of proceeds should begin subsequent to the $10 per acre, or $2720, advance. They also submitted a list of purchases they wished to make as soon as possible with the cash, including 10 yokes of oxen, 10 ploughs, 10 sets of harness, 10 harrows, one binder, and one seeder.

McKenna wrote to Carruthers a few days later saying that he would take the revision back to the company, and he completed his report to McLean, submitted April 13, 1904. In this letter he reported that the Company had rejected the Band's counter-offer, on the basis that the moneys expended up to $5000 were expenses to the company, and that the Band would receive half only after the advance and expenses were paid for by sales. McKenna argued that the site chosen was the best place to put a townsite, given the water supply from the Assiniboine, and of great advantage to the settlers; he said the settlers would not leave even if the site were not developed, so that the Indians might as well take advantage of the circumstances. "The West cannot attain its proper development without the passage of railways through Indian reserves" (NA, RG 10, vol. 3561, file 81/8).

Upon receipt of the report, Sifton gave approval for the proposed townsite development, and Pedley instructed Laird to follow through. In his letter of May 20, 1904, he laid down the conditions he expected to see in the surrender:

- The surrender would be unconditional, not burdened with management deductions, or conditions as to how the proceeds should be spent.
- The Canadian Northern Railway Company was to pay cash at a rate of $10 per acre for 272 acres.
- The Canadian Northern would, when it had received $5000 from the sale of the property, share equally with the Indians in the "gross succeeding revenue free of all expenses of management."
- That the upset price or valuation of lots be subject to departmental approval.

On June 7, Pedley forwarded forms and a letter authorizing Carruthers (rather than McKenna or Laird) to take the surrender. The conditions were also sent to Munson and Allan for approval (NA, RG 10, vol. 3561, file 81/8). There was no mention of station grounds.

Before Munson and Allan could respond, however, the surrender was taken at Cote on June 21, 1904. Carruthers and his clerk, Fred Fischer, witnessed the surrender. The Chief and 14 other men signed the surrender document, which, in its original, contained none of the four conditions above. (Presumably they were inserted later.) There were 55 potential voters. Carruthers did not report on the meeting or the vote, other than to say, in a letter of June 29, that the form and conditions were fully explained to the Band. In correspondence from 1908, the chief at the time, Joseph Cote, alleged that Assistant Commissioner McKenna was present and made representations on behalf of the government (NA, RG 10, vol. 3561, file 82/1).

The affidavit was signed June 29 at the Indian Agency office, before Commissioner of Oaths J. C. Murray. Clerk Fred Fischer witnessed the mark of the Chief. McLean instructed Carruthers to have the affidavit signed before the proper authorities. Carruthers corrected the date to July 18, crossed out Murray's name, and had the JP add his name.

COTE IR 64

Surrender of 1905

When Frank Oliver acceded to Canadian Northern's request for a surrender of the southern part of the Cote reserve, he and Pedley sent the Reverend John McDougall to the scene. McDougall was authorized by Pedley to negotiate but not actually to take the surrender. McDougall went to the reserve in early September 1905 to meet with Agent Henry Carruthers, laying the groundwork, and went again on October 7, 1905, to meet with the Band. The question of surrender was discussed, and a further meeting set for October 11. At that time, in the presence of Carruthers and Fred Fischer, Agency clerk, the Band made a detailed proposal for

1. An exchange of 6000 acres for the haylands to the west
2. Additional land to be sold at a $10 per acre minimum
3. 5 percent, or half of the equity, be paid within 30 days of surrender
4. 5 percent, or the remaining half of the equity, to be paid within six months
5. This total 10 percent to be distributed per capita; ensuing interest on the balance to be paid per capita
6. All moneys to be paid, with the Department withholding funds only for orphans
7. Compensation for improvements (NA, RG 10, vol. 3561, file 82/1)

The original seems to have had one-fifth instead of 5 per cent, but the wording was corrected by someone.

McDougall sent the proposal to Oliver on October 11. He told Oliver that both he and the Agent tried to persuade the Indians to set a $7 per acre minimum, but that the Indians deliberated several days and stayed with $10 per acre, influenced probably by the sales of nearby lands. McDougall acknowledged that the land was fertile and well wooded, and he had come to agree with them. McDougall had an opportunity to meet with Oliver soon afterwards in Edmonton, and as a result Oliver told Pedley to authorize Commissioner Laird to take the surrender, after assisting McDougall in final negotiations. A draft surrender was prepared by W.A. Orr on November 2, 1905, but with one change: the first 5 percent would not be payable until 30 days after the sale. This meant that the Department would not have to find money for an advance (NA, RG 10, vol. 3561, file 82/1). When news of the changed term reached McDougall by letter, he immediately contacted Oliver and Laird and said that he believed this change would "block" the surrender. Laird supported this opinion in a letter to Pedley on November 14, 1905 (NA, RG 10, vol. 3561, file 82/1; see also file 82/1).

To advance the money for the surrender from the Land Management Fund, Oliver and Pedley had to get an Order in Council. On December 2, 1905, Pedley wired McDougall with permission to go ahead and make a second approach to Cote, on the Band's terms. Pedley sent Laird a cheque on

December 4 for $8000. Laird instructed Carruthers on December 7 to call a meeting for 2:00 p.m. on December 14.

According to Laird, a "good representation" was present, although 73 people, including presumably some voters, were away hunting. There were at least 50 potential voters, and it is not known how many were in attendance, and Laird reported on December 26 that only two people voted against the proposal. The document was signed by 10 people, and witnessed by Carruthers and Fred Fischer, clerk/interpreter. McDougall did not sign as witness.

The terms of the surrender document were almost exactly as discussed and presented at the October 11 meeting, except that the second payment was now to issue 30 days after the sale, rather than in six months. This change was made at Pedley's request.

On February 17, 1907, McDougall reported on a meeting he had had with the Chief and Council in Cote. The Band was concerned that the Department was breaking its promise to make a second payment six months after the surrender. McDougall reminded the Department that it had accepted these conditions. D.C. Scott wrote to Pedley informing him that McDougall was wrong. The Department had not accepted the Band's original terms, but had changed the date for the second payment to 30 days after the sale. A request was made by the Band 30 days after the sale, as specified, for the money (NA, RG 10, vol. 3561, file 82/1).

The affidavit was signed the same day, by Laird and Chief Joseph Cote, before J.D. Wallace, JP.

A majority of those at the meeting consented; however, the nature of the meeting is not known.

MOSQUITO/GRIZZLY BEAR'S HEAD/LEAN MAN IR 110 AND IR 111

Surrender of 1905

Frank Pedley authorized Agent J.P.G. Day to take the surrender on April 4, 1905 (NA, RG 10, vol. 4013, file 271245). There is nothing on record about the calling of the meeting. The meeting itself was held on May 19, 1905. Apparently, individuals from all three bands were present, although the land to be surrendered was in the interests of Grizzly Bear's Head and Lean Man people. It is not known how many people were present in relation to the total number of voters. It is not known how many people voted in favour of the surrender, only that it was carried by a majority of those in attendance. Ten individuals from the "Stony" Band signed the surrender, six from Mosquito, one from Lean Man, and three from Grizzly Bear's Head. According to Tyler (nd(b), 19), the total number of voters from all three bands combined was between 22 and 25, at least six of whom were from Grizzly Bear's Head or Lean Man. Agent Day, farmer R. Jefferson, teacher M. Leffler, and the interpreter, W. Venne, signed as witnesses.

The affidavit certifying the surrender was signed by Day alone before L.P.O. Noel, JP, on June 6, 1905. Day certified that there was no chief. Commissioner Laird sent a new affidavit form and asked Day to have it sworn by "one of the more intelligent" members of the Band (NA, RG 10, vol. 3563, file 82/11). The new affidavit, dated July 25, 1905, was sworn by Day and no. 80 of Grizzly Bear's Head.

At least a majority of those present at the meeting consented to the surrender. Since there is a question of who was eligible to vote, and also a question as to who actually voted in favour, it is difficult to determine whether the level of consent was higher than this. It is not known whether the individuals who signed the document represented those who voted in favour, or those who were at the meeting.

CARRY THE KETTLE IR 76

Surrender of 1905

Inspector W.M. Graham called a meeting March 30, 1905, on the reserve to discuss the proposal to surrender nine sections. Graham reported that the Band was anxious to sell, providing that certain conditions were met. The sum of $1200 was to be used to pay off the thresher; lumber was to be purchased to build a shed to house it; a new engine was to be bought; Indians farming that area were to be compensated; and the elderly were to be looked after. The balance was to be funded and managed as the Department saw fit. Graham reported that he had explained that the Department would manage the funds; there was no other option (Graham to McLean, March 30, 1905, NA, RG 10, vol. 4001, file 208590-1). Upon receiving Graham's letter, the Department set in motion the usual chain of events. W.A. Orr endorsed the surrender. The proposal went to the DSGIA, and he in turn authorized Thomas Aspdin, Indian Agent, to take the surrender (Pedley to Graham, April 12, 1905, NA, RG 10, vol. 4001, file 208590-1).

According to Aspdin's account, he hired Archie Thompson to go around the reserve and notify people of the meeting, and he brought in Dan Kennedy as interpreter. Aspdin did not record much of what was discussed at the April 26 meeting. He reported that a majority had voted in favour of the surrender, but he did not include a list of voters, nor did he record the number of people present. He commented that a number of people were absent, but he believed their votes would have been favourable. Only the chief and three headmen signed the surrender document.

The terms (see Chapter 6) were almost exactly as Graham had outlined. Aspdin also reported that a new matter was raised at the meeting — that of recompense for Indians who did not farm, but were self-supporting, and would not benefit from the money dedicated to the pasture improvement or threshing machine debt. Aspdin reported – and supported – their request for a prorated distribution of proceeds (NA, RG 10, vol. 4001, file 208590-1). The affidavit was signed before A. Ferguson, JP, on May 3, 1905, with Aspdin and Chief Carry the Kettle signing; Aspdin witnessed the mark of the Chief. The affidavit was dated the same day as Aspdin's report to Graham about the surrender.

J.A.J. McKenna wrote to McLean on July 27 to protest that he had heard of the surrender only during a visit to the Agency. He complained that Graham had taken too much power, and that the Commissioner's Office should have been informed.

The fact that these terms are identical to those noted by Graham in his report of the March 30 meeting indicates that the real discussion of terms took place at that time, not at the formal surrender meeting. At present, it would appear there is no way of determining who was present at that meeting.

ALEXANDER IR 134

Surrender of 1905

The request for a surrender from the Alexander Band was repeated in October 1905, via Inspector J.A. Markle, to Commissioner David Laird. The request was for a surrender of 11,700 acres of unused pasture land in exchange for a fence, gates, 50 mares, 2 Clyde stallions, a planer, and a shingle mill. Markle assessed the land at a price between $6 and $10 an acre, and in a letter dated October

12 promised no resistance to the surrender (NA, RG 10, vol. 6666, file 110A-3-1). The Assistant Commissioner, J.A.J. McKenna, recommended the surrender to Secretary J.D. McLean on October 20. He endorsed the requests forwarded by Markle, and added that provision should be made for the old and disabled, since the Indians would be interested in present, not future, benefits (NA, RG 10, vol. 6666, file 110A-3-1).

Negotiations continued within the Department. It is not clear what Markle or Agent Gibbons was discussing with the Indians. William Orr of the Lands and Timber Branch wrote to Deputy Minister Pedley on October 24 about the terms of the surrender, including the fence, the livestock, the planer and mill, and the controversial suggestion that "out of the proceeds of sale there may be paid to old and disabled Indians, who are not in a position to benefit by systems of improvement, whatever sum or sums may be considered fair and reasonable." This wording was rephrased by departmental accountant D.C. Scott on October 31, 1905, as follows: "[O]ut of the proceeds of the sale and the investment thereof a reasonable proportion of the cost of maintaining the sick, old and disabled members of the Band should be paid, as well as the cost of maintaining the horse ranch and repairing and keeping the fence and machinery in a good state of preservation." At this time the amount of land to be surrendered had been reduced to 9518 acres.

Inspector Markle was authorized by the Deputy Superintendent General, via Commissioner Laird, to take the surrender on November 6, 1905. Presumably these were the terms taken to the Band when the meeting was held December 29. Nothing is recorded about the notice of meeting, the number and names of those attending, the substance of discussions, or the number assenting.

A funeral was held on the reserve the same day.

Since additional agricultural assistance was included in the text of the surrender, there presumably was some negotiation at the time of the surrender, although the additional items were added in a marginal note by Markle. Some of the items may have been added by Markle himself and not discussed at the meeting. Oral testimony from one elder suggests that the men agreed to the surrender because they believed it was the only way they could get agricultural equipment (Specific Claims Branch [SCB] 1992, 21, 26).

Seven male members signed the surrender document. Using census and paylist records, there seem to have been from 42 to 44 male band members eligible to vote (Band submission, 9; SCB 1992, 19). Deposed Chief Alexander also signed the document (SCB 1992, 14). The affidavit was signed the same day by Markle and sworn before G. Poirier, JP. It states that a majority of the male members present assented to the surrender. However, the people who signed the surrender document may or may not be those who voted in favour. Nothing is recorded about notice of meeting, location, or substance of discussions. Chief Alexander was reinstated after the surrender was taken, and this fact has led some to assert that Markle may have promised the Chief that he would recommend reinstatement if the surrender was successful.

MICHEL IR 132

Surrender of 1906

The Band's proposal for a surrender, made in early January 1906 and in response to outside demand, was discussed within the Department, and on January 16, Agent James Gibbons met with the Band's "representative" men. He reported that they were willing to surrender the eastern tier, but only on condition that they got 11 outfits by July 1. Gibbons recommended to Secretary J.D. McLean that land values were high enough to warrant immediate sales. In a separate letter to Inspector J.A. Markle, he remarked upon an earlier discussion between them that all members with 20 or more head of cattle be allowed to sell without permits (Tyler and Wright 1978a, 157-58).

On January 22, Inspector Markle wrote to Gibbons enclosing a letter to the Band which he asked Gibbons to read to the Chief. In the letter, he argued that the eastern part of the reserve was better land than that on the west, which had been surrendered in 1903, and would sell better. He did not believe it would be possible to get 11 outfits before July, however, and would not make promises he could not meet. Therefore he did not care, he stated, whether the surrender was carried out, or whether the outfits were provided. There is no record of response to this letter (Tyler and Wright 1978a, 159-60). In May, however, the Band's conditions appear to have changed, according to a report from Markle obtained in turn from Gibbons. The Band agreed to surrender at a minimum purchase price of $10 per acre, with the outfits to be purchased as soon as possible. Based on this report to the Department, DSGIA Frank Pedley authorized Gibbons on May 22, 1906, to take the new surrender (Tyler and Wright 1978a, 160-61).

On June 4 Gibbons reported that he had met the Band on June 2 and taken a vote on the surrender. The majority were opposed on the basis that the land surrendered in 1903 had not been sold and that they had therefore gotten no returns. The Band asked for an accounting of the 6084 unsold acres. Markle visited the Band on June 22 and took the surrender forms with him, although he was not the one authorized to take the surrender. His impression was that the band members' reluctance to surrender arose from their anxiety about being reimbursed for improvements. He promised the reimbursement and, in the course of discussions, items were added to the original list of needs prepared by Markle in 1904. In his report on the negotiations, Markle estimated the value of the purchases at $5000, or 20 per cent of the value of the land to be surrendered - an amount higher than the *Indian Act* in force allowed as a down payment, and far less than what would eventually be spent out of the capital. Meanwhile, however, Oliver had already tabled the amendment to the *Indian Act*, which would allow up to 50 per cent as an advance. In fact, the amendment became law just days before the acceptance of the surrender (Tyler and Wright 1978a, 163-66).

An affidavit was taken on June 23 and signed by Chief Michel. The level of consent obtained is unknown. There is no report on the number of eligible voters, the voters present, or the voters in favour. Therefore, presumably, this surrender met the minimum level of a majority of those present. There is no indication that the meeting was called for the purpose of a surrender with notice given.

THE PAS IR 21A

Surrender of 1906

The request for a surrender came from Inspector S.R. Marlatt, in the midst of some confusion about an application from the Canadian Northern Railway for right of way and station grounds. Although the Department at the time was asking for the right-of-way plan (which had not been received), Marlatt had already considered the issue of the value of the site proposed for the station grounds south of the river. He had written to Commissioner David Laird on May 31, 1906, that local residents had applied to him to purchase land on the reserve. "The point named is likely to become quite an important place in the district; it is the only desirable spot on the south side of the river for many miles . . . . I have the honor to recommend that the Indians be asked to surrender five hundred acres off the north end of Block A." Marlatt described this as excluding the lands occupied by the Hudson's Bay

Company and the Anglicans, but including the portion occupied by the Indians. Marlatt also proposed that

- each family get $50 to remove its house
- the land be laid out immediately as a town site
- the lots be sold by the Agent, who would fix the prices
- the terms of sale be one-third cash, with the balance in 1 or 2 years at 6 per cent
- the remainder of the money, minus advance for removal, be capitalized to the Band
- actual settlers in the area, rather than speculators, be given special considerations as to price and location, provided they do not apply for more two acres
- ten acres of the surrendered portion be retained by the Department for the agency and school

Marlatt recommended moving quickly to take the surrender at annuity time. Laird sent the letter to Secretary J.D. McLean with his endorsement. The surrender would allow the Indians to be removed from a close proximity to the station, which would not be good for them, "as the price they would obtain for the land if surrendered would be far more advantageous to the Indians of the Band, than any use they could make of it by occupying same." Laird also raised the issue of the missing plan: Would the surrender exclude the proposed station grounds? (letter of June 1, 1906, NA, RG 10, vol. 3561, file 82/31).

Apparently DSGIA Frank Pedley sent the surrender forms to Laird, with an authorization for Marlatt to take the surrender; he asked that the land belonging to "Mr. Gordon" be exempted from the surrender. Laird sent these forms to Marlatt on June 28, asking for any comments or amendments vis-à-vis the instructions. On June 29 Marlatt replied that he did not believe the Band would surrender on such vague terms, and he anticipated that their primary concern would be reimbursement for buildings and improvements. He asked for an advance of $1500 for this purpose. "From information I have received lately from the Pas, it is going to be a difficult matter to secure the surrender unless they receive very liberal treatment." Marlatt also referred to the recent misunderstandings at Roseau River, and suggested that the surrender document should set out clearly what the Band would receive. In forwarding this letter to Pedley, Laird recommended that Marlatt be given discretion to distribute more than 10 per cent (NA, RG 10, vol. 3566, file 82/31). Laird's recommendation just preceded the July 31, 1906, legislative change authorizing a distribution of more than 10 per cent, and up to 50 per cent.

Pedley asked for more details of Marlatt's proposal. Marlatt wrote to Laird on July 19, 1906, that he had still not discussed the surrender with the Band, but he again recommended an advance of $1500, from which each resident could be paid on vacating his or her holding. He asked that a reply be sent to him at Winnipegosis, care of the North West Fish Company. He also advised Laird that he would be in Winnipeg on August 20 and could discuss conditions with him. Pedley agreed with this proposal on July 25, endorsing the meeting he assumed would take place on August 20. On July 20, however, Laird wired Pedley that the meeting had taken place on that day, and he advised Pedley to forward the surrender forms immediately. The terms and conditions discussed with Marlatt were not mentioned. Pedley again authorized Marlatt to take the surrender to the Band, after filling in the description of the lands and the terms and conditions on the enclosed forms. The $1500 was also enclosed (NA, RG 10, vol. 3566, file 82/31).

Presumably Marlatt took the conditions discussed with Laird to the Band, for the surrender forms were signed on August 21, 1906. On September 25 Marlatt finally sent the forms to Laird. The 500 acres surrendered excluded the right of way (but not the station grounds), and they may have excluded any right claimed by the HBC or the Church of England. Marlatt did not describe a meeting, only the terms (see Chapter 6). The terms included authorizations and sale prices of preauthorized sales to several named local purchasers, as well as a free deed to the Chief: "[I]t is the intention of the Band that he shall have a deed free of all charges without any restrictions further than to guard his interests as a Treaty Indian and ward of the Government." Marlatt said that the Band wished the land to be sold as soon as possible. He had changed his mind about having the land sold by the Agent and recommended sale by tender, to the advantage of the Indians. Marlatt still called for a three-year payment schedule, at 6 per cent, and for the Band to be given one-third of projected sales to be distributed pro rata, minus the sum of $1308 advanced to pay for improvements and the usual land management fee. "The Band are very progressive, and with the advice of the Agent, Fischer, will make good use of the money in the construction of new buildings, etc. In conclusion, I may say that I had considerable trouble in securing this surrender, and it was only after stipulating that I would personally look after their interests, as noted in the provisions of the surrender, that they consented to the agreement" (NA, RG 10, vol. 3566, file 82/31).

Marlatt had recommended that the Band be paid for improvements when members vacated their residences. The surrender document, however, specified that the Band had until August 1, 1907, to vacate, and clearly the distribution of the advance was made when the surrender was signed or soon after. The payment list enclosed by Marlatt is dated "September, 1906," and it notes reimbursements ranging from $6 to $135 (the latter going to the Chief, along with the free deed to the half acre). The document was witnessed by Fred Fischer, Agent, and was signed by 10 men. Twenty-four men were listed on the payment schedule; three of the men who signed the surrender, however, were not listed as being paid for improvements. (Thus there were 27 men listed, who may or may not have been eligible voters.) Neither Marlatt nor the Band described the meeting. There was no indication of the vote. The affidavit was signed by Marlatt and Chief Constant. The Chief's signature was witnessed by Agent Fischer. The justice of the peace was Gideon Halcrow, one of those named in the surrender as entitled to purchase land from the surrendered portion. When Laird forwarded the surrender forms to McLean, he added that he did not approve of all of the conditions in the surrender document. Correspondence between Assistant Commissioner McKenna and McLean in December 1907 reveals that Chief Constant believed that the band members were promised one-half of the proceeds to be distributed pro rata (NA, RG 10, vol. 3566, file 82/31).

The documents raise questions about inducements used to get the Band to surrender. When the correspondence is read with the terms of the surrender, it would appear that Marlatt consulted with would-be purchasers before taking the terms to the Band. The level of consent obtained is impossible to determine. If a surrender meeting was held, consent may have been given by a majority of those present, but it probably did not represent a majority of voters.

COTE IR 64

Surrender of 1907

Inspector W.M. Graham was authorized on April 10, 1907, by DSGIA Frank Pedley to take a third surrender at Cote. The new surrender would put 6613 acres back into the reserve, and would take 10,740 acres for sale. "You will be good enough to have inserted in the forms inclosed any of the conditions in the previous surrender, which may be agreed upon. I may say that the old surrender cannot be cancelled, as it must stand as a basis for sale of the lands which have already been disposed of, but if the Indians grant surrender in question, an Order-in-Council will be applied for, reconstituting the portion shown on the plan as part of the Cote Indian Reserve" (NA, RG 10, vol. 4011, file 260260-2).

Graham wrote to the Department on April 22 asking to be allowed to make a cash payment of at least one-fifth of the value of the land, calculated on the basis of $10 per acre. "I would suggest that if the surrender goes through that the Department recoup itself for the money already advanced the Indians on the first surrender, from proceeds of lands that have already been sold, from which ample has been realized. The balance of this money could be added to the principal resulting from the new sale." Graham went on to say that the Indians may be reluctant to be separated from Kamsack, therefore a cash inducement would be necessary. McLean responded a month later by saying that, if the Indians did not agree, then the second payment should be advanced to them, and the unsold lands put up for sale (NA, RG 10, vol. 4011, file 260260-2).

On May 14, 1907, the Chief and some band members wrote the Department about a meeting they had had about how to pursue the second payment from the 1905 surrender, to fulfil the promises made by the Reverend Mr McDougall. They also expected to get the yearly interest. The reply is not recorded, but Graham soon proceeded to the reserve to talk about a third surrender.

On June 20, 1907, the surrender document was signed. Graham reported on July 4 that a meeting was held on the reserve. The gathering was "very representative," and nearly every male resident was present. The vote stood at 26 for, and 5 against. "Most of the Indians of Cote's Band who were farming are cut off by this new surrender, and before I left they were moving back to that section of the reserve that is to be re-allotted to the Band." The Band had also asked that the church and graveyard not be sold (NA, RG 10, vol. 4011, file 260260-2). According to paylists, there were approximately 52 voters at the time. Payments of $87 per person were made to 233 people. The document was witnessed by E.D. Sworder, who acted as paying clerk, and was signed by 27 men, including the Chief. The affidavit, dated June 27 at Kamsack, was signed by Graham and by James Singuish, headman, before J.I. Wallace, JP.

A majority of those at the surrender meeting, and possibly a majority of those eligible to vote, consented to the surrender. No details of the meeting have been uncovered.

COWESSESS IR 73

Surrender of 1907

Commissioner David Laird met with the Crooked Lakes Indians in 1902 about a possible land surrender, and encountered strong objections. John Lash of the Commissioner's Office discussed surrenders with the bands while paying annuities in 1904. According to a report from Laird on September 30, 1904, Lash could not make any specific offers, but suggested that the bands could fence the reserves from the proceeds. Apparently Chief LeRat of Cowessess requested that the entire proceeds from sales be given to the Band to spend at its discretion, but Lash rejected the plan. Overall, he suggested to the Department that the matter not be pushed too quickly (NA, RG 10, vol. 3732, file 26623). (See also Chapter 4).

The surrender was therefore not pushed forward until after Frank Oliver had replaced Clifford Sifton as Superintendent General of Indian Affairs. Surrenders had been taken at Carry the Kettle, Cote, and, most recently, at Pasqua. Inspector W.M. Graham was instructed by Oliver in March 1906 to check into the possibility of taking the Crooked Lakes surrenders. He visited the Agency in June 1906 and believed that word of the recent Pasqua surrender, including the cash advance, had reached the Crooked Lakes bands. He reported personally to Oliver on June 19, 1906, that, in his opinion, if he had had the money and forms, he could have taken the surrender. As it was, he had spent three days discussing the surrenders with them. Graham recommended a surrender proposal along the lines of what had worked with Pasqua: a payment of one-twentieth at the time of surrender, with another one-twentieth after the sale of lands. He estimated the land to be worth $5 per acre. He also recommended that the Department conduct itself quietly, to prevent outsiders from causing problems; that the terms be worked out in advance, to save going back with a second proposal; and that the officer taking the surrender have some discretion to meet small demands raised at the time of surrender (NA, RG 10, vol. 3732, file 26623).

Internal departmental discussions among Frank Pedley, W.A. Orr, and J.D. McLean followed to prepare a surrender proposal. Although there was some suggestion that the band members would be asked to surrender their entire reserves, on July 6, 1906, the Department asked Graham by wire for proposed acreages. Graham's suggestion of taking the Township 17 lands prevailed; in the case of Cowessess, this involved 26,480 acres. Graham predicted that Kahkewistahaw and Ochapowace would surrender, and Cowessess would follow. "I am of the opinion however that it [the surrender] can be obtained if handled judiciously. The money for the first payment should be on hand the day the meeting asking for the surrender is held, and the whole matter should be handled with dispatch." This money, he proposed, should be estimated for Cowessess at the rate of $6 per acre, although the land might be worth $8 to $11 per acre. Graham went on in his September 24, 1906, letter to McLean to say that the land he suggested be taken was, in fact, little used by the Indians.

Acting DSGIA McLean authorized Graham by letter on October 3 to proceed with the surrender. The forms were included, as were instructions to follow the model from Pasqua. Only 20,704 acres were to be requested from Cowessess, less than the 26,480 acres Graham had recommended in September. A cheque for one-twentieth of the projected results, based on an estimate of $5 per acre, was included, prior to discussions with the Band about this as a term of surrender. Graham advised McLean on October 9, 1906, that he would be delayed in reaching the bands, but that this delay would probably benefit the Department. He asked for authorization to include the same terms as those that were successful at Pasqua. He not only got this authorization from McLean, but was also authorized to estimate the value of improvements (NA, RG 10, vol. 3732, file 26623). Graham further suggested to McLean on December 7 that a second payment be made to Pasqua, on the assumption that when the Crooked Lakes people heard about it, they might have more incentive to surrender. This tactic was approved (NA, RG 10, vol. 2389, file 79921).

Graham arrived at Crooked Lakes in January 1907. His first meeting with Cowessess took place on January 21 at the Agency buildings. The new Agent, Matthew Millar, a former merchant and prominent Liberal from Moosomin (where the surrender request had originated), was present, and Peter Hourie was interpreter. Minutes were kept. According to the minutes, notice had been given though Chief Joe LeRat and Headman Ambroise Delorme. After the roll was called, Graham addressed them "at length" and submitted the proposition for a vote. It is not clear from the minutes whether a vote was held; a partially erased word in the margin of the minutes might have read "refused" or "reject." At that point, according to the minutes, the Chief said that they understood the terms, and Graham suggested they take time to consider the issue. It was recommended that they reconvene on January 29 (Broadview Area Minute Book, private collection. It was never sent to Ottawa). In his official report on the meetings, dated February 12, 1907, Graham said he merely explained the surrender on January 21 and arranged for a voting meeting on January 29 (NA, RG 10, vol. 3732, files 26623).

After the January 21 meeting, the following day, Graham went to Ochapowace, where the Band refused to surrender. (A second meeting on February 9 resulted in another "no" vote.) He continued on to Kahkewistahaw, where he took the surrender after two meetings, with votes on January 23 and 28, respectively.

Graham returned to Cowessess on January 29. This time he was joined by clerk Horatio Nichol, blacksmith J.A. Sutherland, teamster Harry Cameron, E.D. Sworder, and the Agent. Alex Gaddie from the Band acted as interpreter. When the roll was called, 29 voters answered out of a potential 32 to 34 voters. (In the minutes the number 29 appears to have been marked over the number 30.) Graham again explained the terms, and a vote was held. Fifteen voters were listed as being in favour, with 14 against, making a total of 29. One of those noted as being in favour, Nap Delorme, is not on any extant list of band members from that period and he did not sign the document.

According to the minutes, the agreement was signed. Twenty-two individuals signed the surrender document. Some of those who had voted against the surrender then signed the document, and some did not. Three individuals signed the agreement who were not on the list of voters recorded in the minutes: Francis Delorme, Norbert Delorme, and William Sparvier (Minute Book). Even assuming that one of these three was mistakenly listed among the voters as Nap Delorme, there may have been more than 29 people present at the meeting, if, as the minutes suggested, payments were made immediately after the signing. Graham's account on February 12, 1907, stated that "twenty-two of the twenty-nine Indians at the meeting signed. I began paying these Indians their approximate one-tenth which was $66.00. This payment continued well into the night and for several days following." There is little information on the terms discussed, but Graham noted in his letter to McLean that the Indians wanted assurances that the land would be sold at public auction, and that the sale would be advertised in local papers (NA, RG 10, vol. 3732, file 26623).

After the surrender, there was a controversy over whether Alex Gaddie had been promised compensation by Graham for improvements made to a hay slough. In bringing the issue to the Department's attention, Gaddie said that he had cast the deciding vote, based on this promise.

Graham and the other officials at the meeting attested in 1907 and 1908 that no promises had been made to Gaddie. W.C. Thorburn, a dealer in lumber, grain, and cattle (and one of those who pushed the surrender and bought land at auction), was apparently asked in June 1908 to place a value on Gaddie's improvements, which he did not do. He corroborated the information about the "deciding vote" in a letter to Laird dated June 24:

> I might also say that Mr. Gaddie was the one man on the reserve who could have blocked the sale; had he said "don't sell," the land could not have been surrendered. We were informed at the time the surrender was made that it was Gaddie's vote that decided for the surrender Had he said "No sale," hardly a man would have voted for it, and I have reason to believe that had Mr. Gaddie not thought that he would be paid for his work on this meadow, he would have refused to part with his share in the land. I talked with Mr. Gaddie several times while the question of the surrender was before the Indians, and the losing [sic] of this hay meadow was the question that Gaddie did not like, and the only reason that he gave for not wishing to sell the land. Afterwards, but before the final meeting when the surrender was made, Gaddie told me that everyone who had made improvements on land was to be paid for improvements, and said, "If the Government will pay me for the work I did on that hay meadow they can have the land, but I want to be paid for my work if I am not to have the hay." (NA, RG 10, vol. 3732, file 26623)

Graham disputed this account, in a letter of July 27, 1908. He described Gaddie as an "obstinate man" and "a man who has always a grievance." Graham said he told Gaddie before "he signed the surrender" he would not be paid, so "that his not getting compensation did not influence his vote." Graham avowed that, if he had told the meeting that Gaddie would be compensated, the vote would not have carried.

On July 13, 1908, a letter was sent from Crooked Lakes Agency; those signing it said that they were present at the surrender of Cowessess reserve on January 29, 1907, and that Gaddie was not told he would not receive compensation. Two of the individuals on the document cannot be matched exactly with the voters' list: Joseph Spormer (probably Sparvier) and Paul Pelletier. Joseph Sparvier was not listed among those paid, although a Mrs Joseph Sparvier was paid; Paul Peltier may have been Edward Peltier's son, and was listed on the pay sheets on January 29 as having been only 18 in 1907. Gaddie was eventually offered $250 in compensation, rather than the $700 he requested.

The surrender document was witnessed by Millar, Sworder, and Nichol. The affidavit was signed on February 2, 1906, in front of Justice E.L. Whitmore, by Graham and by Alex Gaddie, who had interpreted at the meeting, but who was not a chief or headman as recognized by the Department. Instead of the usual procedure of simply inserting the name of the representative, this document has the wording "Alex Gaddie for himself." The Kahkewistahaw affidavit was signed on the same day.

Graham had enough cash on hand to pay only one-twentieth at the time of surrender. The surrender document, however, specified a down payment of one-tenth, based on an estimate of $6 per acre; the Band would receive the difference between the projected one-tenth and the actual one-tenth after the sale. Graham had been forwarded only $22,046 for all three bands. When Ochapowace did not surrender, Graham had enough money to pay one-tenth to Cowessess members, but did not have authority to do so. He sent a telegram to McLean late in the day on January 29 asking for authorization to pay one-tenth, or $66 per capita. This authorization reached him on February 1. Graham forwarded two pay lists, indicating that two payments for $33 per capita had been made — the second one, dated February 4, after the February 1 authorization. Although the minutes state that the payments began immediately, it is conceivable that the 22 signatures were added at the later payments, after February 1. Indeed, Alex Tanner is listed as one of the voters, but he did not receive his payment until April; a memo from Graham to McLean lists him as one of those "who were absent at the time the land surrender money was paid." If Tanner was present at the vote, he would have left before any of the paying began. He did not sign the surrender document, and had voted against it (ibid.; see also, Tyler nd(a), 112-13).

Thus there were two payments of $33 per person, one on January 29 and a second on February 4. If Graham did begin paying just after the surrender, there were other voters who came to be paid who had not, apparently, been present at the vote. And there were voters who did not sign the surrender papers, but who received payment on the 29th (Cowessess Interest Distribution lists, January 29 and February 4, 1907, NA, RG 10, vol. 3732, file 26, 623).

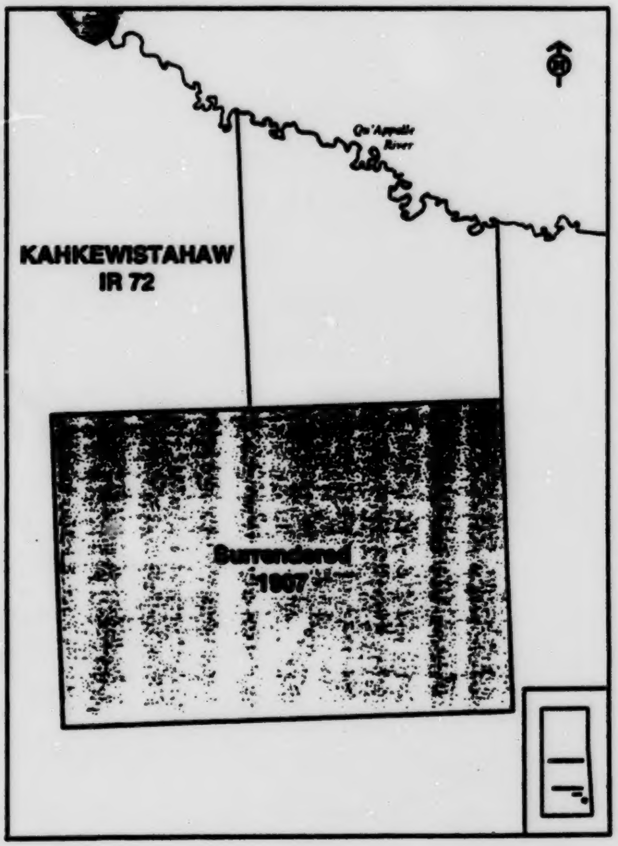
It has been suggested that the surrender document might not have been signed until the time of actual payment, since Graham did not have authorization for payment of one-tenth. It is also possible that

- There were more voters at the meeting than recorded in the vote count.

- Graham used the improvements issue as an inducement.
- Graham had the Band vote on an offer that he had not been authorized to make, regardless of whether the document was signed on January 29 or February 2.

A majority at the meeting may have consented to the surrender. A majority of the voters did not consent, but the number of voters at the meeting remains controversial. If the document was signed just after the vote, there is some chance that the majority of those present did not vote in favour.

As a suggestion for further research, it would be helpful to find and examine the interest distribution lists for the two payments, neither of which is on file.



FISHING LAKE IR 89

Surrender of 1907

The Reverend John McDougall was hired by Superintendent General Frank Oliver in 1905 to negotiate a surrender with the Indians at Fishing Lake. He was also given instructions to approach the Blood, the Stonies, the Sarcee, and the Hobbema Bands in Alberta; the Cote, Montreal Lake, and Fishing Lake in Saskatchewan; and the Swan Lake in Manitoba. This work extended until September 1907 (Canada, House of Commons, *Debates*, December 13, 1907). On his first visit to the Fishing Lake reserve in the fall of 1905, McDougall evaluated the asking price for the station grounds and right of way.

In a letter to Oliver on June 19, 1906, Inspector William M. Graham apprised the Minister that the matter of the Fishing Lake surrender should have been handled like the Pasqua surrender:

> In fact, I feel sure that if I had had the papers and money with me when I was there I could have obtained the surrender . . . . As this is a large deal it would be necessary to have the matter thoroughly decided upon before the proposition is put to the Indians, because it would have a bad effect if the Department had to go back to them with a second proposition. Outsiders would interfere, as in the past. If a little latitude were given to the Officer taking the surrender, he could perhaps meet any small request, that would come from the Indians at the meeting. (NA, RG 10, vol. 3732, file 26623)

It is unclear whether McDougall had already discussed the surrender with the Band and had been refused, or whether Graham was suggesting he could have done a better job, or both.

McDougall quickly set up a meeting with the Indians at Nut Lake, to take place at treaty payment time on July 27, 1906. He proposed a surrender of the northern and western parts of the reserve, a total of 14,080 acres. The Band would be offered one-twentieth at the time of surrender, and one-twentieth at the time of sale (NA, RG 10, vol. 6704, file 121A-3-2). The meeting was put back. On July 27, the original date, Inspector Henry Carruthers telegraphed DSGIA Frank Pedley from Kamsack to send word to the Band to meet on July 31. Pedley immediately sent the surrender forms and $7000 to Commissioner David Laird in Winnipeg. Fred Fischer, Acting Indian Agent at Pelly, wrote on July 31 saying that the Indians had been informed of the surrender meeting (ibid.). J.B. Lash, Laird's secretary, accompanied McDougall to the Nut Lake reserve, but did not find the

Fishing Lake people there. When the visitors went to Fishing Lake on August 1, few people were present, and the meeting was postponed for a day. On August 10, McDougall reported on the meeting (affirming Laird's report of August 7) that the Indians of Fishing Lake did not believe that the Nut Lake Indians had any interest in the surrender or sale of the Fishing Lake reserve. Both McDougall and Laird recommended that the Nut Lake, Fishing Lake, and Kinistino people be regarded as three distinct bands. McDougall also stated that the right of way needed to be settled (ibid.).

Accountant Duncan Campbell Scott wrote to Pedley on September 19 relaying his opinion that these had always been three separate bands, and that the arrangement needed to be formalized at the next treaty payments. McDougall also wrote Pedley on November 23 and expressed doubts about the advisability of formally separating bands that were never united. He proposed to deal with Fishing Lake separately (ibid.). Pedley disagreed, and recommended to Commissioner Laird on December 11, 1906, that the formal separation papers be drawn up (NA, RG 10, vol. 3561, file 82/1). He then authorized Laird to give Graham the separation documents, and to have them signed at the "proper time." On March 20, 1907, Pedley authorized Graham to obtain a surrender of 13,170 acres, offering a cash advance of 10 per cent or more (NA, RG 10, vol. 6704, file 121A-3-2). Graham also succeeded in his efforts to have the Fishing Lake reserve placed back within the Touchwood Agency.

Inspector Graham proposed to deal with the separation and the surrender issues in one trip, and to use conditions similar to those used at Pasqua and Crooked Lakes. This proposal was approved on May 11, 1907, and Graham requested money to use as a payment. He prepared to visit the reserves in early July (Graham to Laird, June 16, 1907, NA, RG 10, vol. 3561, file 82/1). He estimated the cash needed at $10 per acre plus $1000 for improvements. Two days after Graham wrote Secretary McLean requesting the money (July 4), he wrote again about two letters of instruction he had received from Assistant Commissioner McKenna which had confused the issue by suggesting paying the Indians on their respective reserves. Only the Fishing Lake people were to be paid for the surrenders, he understood, and this would take place after he had had the separation agreement signed by all three bands. Graham asked that McKenna not interfere. McKenna replied to Graham on July 15 that he was trying to draw attention to the fact that the Department needed to be prepared for questions of membership in the three bands. There was a need, he argued, to sort out which people belong to which band. McKenna obviously was concerned about annuities, not the surrender or separation, but Graham did not take the advice to sort out membership (McKenna to McLean, July 17, 1907, NA, RG 10, vol. 6704, file 121A-3-2).

Graham then left Balcarres for the reserves, to be present when annuities were paid and to present the separation and surrender agreements. Nut Lake signed the separation document on July 27, and Kinistino signed on July 31. In his report of the meeting at Nut Lake, published some years later in his memoirs, Graham stated that he told the Nut Lake people that the Fishing Lake people had agreed to surrender part of the reserve if the other two bands agreed to it, and that they would receive some of the proceeds of the sale of land. After an hour's consultation, the Band leadership said that they would agree if the other two bands did (Graham 1991, 66). He then went to Kinistino. The first reaction of the Chief there was to refuse to have anything to do with Graham, for fear of losing his land:

> After the chief finished, one of the headmen arose and said he would not sign anything unless all were satisfied. Then two other members of the band came forward and said practically the same thing. I was not surprised at this repetition as this always takes place at Indian meetings, the idea being to impress upon one the fact that they are all of one mind. (Graham 1991, 68-69)

According to Graham, the Band agreed to the surrender when told that it would not jeopardize their own reserve.

> Not much happened on our return journey. We stopped at the reserve of the second band of Indians and got their signatures to the surrender as they were willing to sign as soon as they learned that the third band had done so. Then we went on our way to get the signatures of the first band. (Graham 1991, 71)

Graham's account is not clear about which bands he was referring to here. It does appear that he promised at least one of the bands not resident at Fishing Lake that they would benefit from the land sales, and that he was asking them to agree to the Fishing Lake surrender. (However, Graham's purpose in writing his memoirs in 1935 was to describe Indian life, not to certify the events of the surrenders.)

Graham wrote that he then went to the last meeting, but he does not say which one it was. As it does not match what he wrote by letter of the events at Fishing Lake, this may have been a visit with Nut Lake. Graham sat and smoked the pipe with the Chief and councillors the evening before the meeting, and then visited people in their teepees. When the meeting began, the Chief and his four headmen sat in front; the men sat behind them, and the women and children arranged themselves at the rear. Graham described concerns raised over reserve boundaries, fishing, and children taken away to school, but did not describe the content of surrender/separation discussions. He merely stated (p. 78) that they left for home the day after the surrender was signed.

In his correspondence regarding the meeting, Graham explained that he had first visited Nut Lake and Kinistino and that these bands had relinquished all claims to the Fishing Lake reserve. He found the Fishing Lake people willing to relinquish claims to the other two reserves, but it took two days of internal deliberations, after an initial meeting, before they were willing to surrender part of their own reserve. Graham had in fact given up and was preparing to leave when a meeting was called and "the whole band voted for the Surrender." He issued payments of $100 per capita, and collected back $4000 to buy implements, horses, tools, wagons, harnesses. "We also collected enough to buy each family from 15 to 25 sacks of flour, enough to last them for a year at least . . ." (NA, RG 10, vol. 6704, file 121A-3-2). He was assisted in the meetings and distribution by William Murison, the new Agent at Touchwood. Alice Tye, his secretary, and Joe Ironquill, the interpreter, also witnessed the agreement. (It is worth noting that affidavits from the Band given in 1993 include testimony that a faction of the Band who was not in support of the agreement was away hunting at the time of the second meeting.) In a letter written on September 26, 1908, Agent Murison stated that he was present when the surrender was taken, and that he had persuaded the band members to hand back part of the money to buy farming implements on behalf of the Band: "[W]hen I handed the goods to them I told them that they must not dispose of them without my knowledge and authority . . . I may say that the Fishing Lake Indians are not capable of handling their own affairs and it will be necessary to keep them under strict supervision in order to make anything of them" (NA, RG 10, vol. 3562, file 8218).

Nine band members signed the agreement. None of them is listed as Chief or Headman because the separation had not taken place formally, and there were no leaders recognized by the

Department of Indian Affairs. Research has shown that there is some doubt over whether the membership issue – who belonged to which of the three bands – was settled when the agreements were taken, and whether all of the individuals signing the document were of legal age. The affidavit was signed by Graham and Sabitawasis on August 10, 1905, before Henry Milligan, JP, at Wadena. Sabitawasis seemed to have replaced Charmican, whose name is crossed out, and he is noted as being a headman even though the new Band had no elected leadership at that time.

Since there is no documentation as to how many voters there were in favour, or how many voters in total, one would have to assume that a majority of voters present at the meeting consented to the surrender. However, given Graham's description of the decision making, it should not be assumed that the individuals who signed the document matched the individuals voting in favour.

PEGUIS/ST PETER'S IR 1

Surrender of 1907

In late 1906 a Commission was set up by Minister of Interior Frank Oliver to settle outstanding land claims issues at St Peter's. It was to consider the option of a surrender. Hector Howell was named the Commissioner, Orange Clark was the solicitor for the Indians, Fred Heap the solicitor for the non-Indian claimants, and David Laird and Inspector John Semmens were to attend on behalf of the Department. Heap was also asked by the Selkirk Board of Trade to represent its interests. The Commission began its meeting with a session with the Chief, William Prince, on Christmas Eve, 1906, and the proposal for a surrender was mentioned. The first meeting with full Band Council was on January 4, 1907, and at that time the idea of a surrender was put forward for discussion. Laird and the Band Council expressed opposition (Tyler, Wright, and Daniel 1979, 208-09).

The Commission began to hold sessions to hear claims in February 1907. Throughout the sessions, Howell maintained that treaty Indians had no property rights to the contentious river lots and that non-treaty claimants did. He also continued to meet privately with the Chief and Council, and surrender offers were made. An early offer prepared by Inspector Semmens provided that

- each head of family would receive a patent for 80 acres
- once the balance of the reserve was sold, interest would be paid to families annually
- a new reserve would be set aside on Lake Winnipeg on the basis of 100 acres per family
- the band would select new sites
- the Loon Straits reserve would be the first considered

The Band Council apparently rejected this proposal (Tyler, Wright, and Daniel 1979, 214-26). Nonetheless, Howell went to the reserve at its invitation to hold a meeting to discuss the surrender on April 18, 1907. Inspector Semmens was there on behalf of the Department. At the meeting, which was held in the old schoolhouse, the Band unanimously opposed the above proposal.

A second meeting was called for May 16, with Semmens and Agent Lewis present, as well as Howell. The band solicitor, Clark, was not present. The two-hour meeting was held outside, and again the Band rejected the proposal. The *Selkirk Expositor*, owned by Lewis, reporting on the meeting, stated that the Band was not as far advanced as many had hoped, since they were opposed to the surrender (Tyler, Wright, and Daniel 1979, 218-20). An internal meeting of the Band followed, at which Chief William Prince revealed that he had been made promises that would make him "well off all the days of [his] life." The Chief assured the Council that he was opposed to the surrender, and the ex-chief, William Asham, who was to become the leader of the opposition to the surrender, made him repeat the statement.

Howell then met with Minister Oliver while the latter was on tour, and the result was a new offer with detailed terms:

- patent for 80 acres for each family of five
- Chief to receive 180 acres
- councillors to receive 120 acres
- one-half of the proceeds from sales the first year to be distributed as equity
- interest money on remaining capital to be distributed annually
- Chief to receive $10 more
- councillors to receive $6 more
- rations to be distributed to entire band at treaty time
- hay reserve to be set aside out of northern part of present reserve on basis of 10 acres per family of five
- new reserve to be give on Lake Winnipeg on basis of 320 acres per family of five
- agricultural implements and bulls to be given annually
- assistance in moving and building
- taxes to begin when patent issued
- sales to take place only with approval of Inspector for first three years
- treaty provisions to apply to schools in new reserve.

This proposal was submitted to the Band on June 3. Semmens was present at the meeting, but Heap, Clark, Lewis, and Laird were not. Howell explained the provisions, whereupon some of the band members spoke against the surrender and the apparent bribery. When one band member, Greyeyes, spoke about the failure of the government to honour the promises it had made, Howell left in anger (Tyler, Wright, and Daniel 1979, 221-26).

The number of people who were trying to get a surrender increased over the summer. Dr O.I. Grain, a physician and Conservative, was asked by Howell for ideas about how to manage it, and he later said that he agreed to get involved so that the Liberals would not later get all the spoils. Ernest Rayner, a Liberal merchant and manager of a store owned by a friend of the Sifton family, William Robinson, also became part of the group. The mayor of Selkirk joined the next round of discussions. This group met in late August, invited the Chief and a couple of councillors, and discussed the surrender, adding more incentives to the pot: a larger reserve, freedom from taxation for three years after patent, and the immediate payment to the Band of the moneys derived from the sale of the Mile Square (see Chapter 4). Immediate payment was not in fact allowed under the *Indian Act*, which would permit only a 50 per cent distribution at the time of surrender.

Howell also wrote, in his report to Oliver on August 30, that he intended to recognize the rights of a number of non-Indian claimants to river lots, which would reduce the size of the reserve to 48,000 acres. Howell pointed out that these patents would physically break up the reserve, making the Department's control of the Indians on it difficult. He also suggested to Oliver that the Band was on the verge of accepting the new terms, but they demanded the distribution of the Mile Square proceeds – $5000 – as a condition. On September 5, the same day that Howell had another meeting with his group and the Band Council, Oliver responded that the $5000 would have to come out of the proceeds of the next sale. According to Howell's letter to Oliver dated the next day, he had nonetheless told the Band that he would try to secure this condition (Tyler, Wright, and Daniel 1979, 234-39).

On September 7, Pedley informed Howell by wire that the $5000 could not be paid out, but could be used for permanent improvements on the new reserve. Howell then fell ill, and Oliver authorized Pedley to go to Winnipeg to take the surrender. Pedley met Howell and his group on September 19, and the Chief and Council on September 20, paying the latter $5 per person for attending. Howell, Lewis, and Semmens were all present. Pedley told them that he had $5000, which he could disperse; it was not the Mile Square money, but an advance on the proceeds of sales from the next surrender. He promised a distribution of $90 per person based on a $10 per acre estimate; this money would be forthcoming only after the sale. There was also discussion of prolonging the terms of the Council, and although all the details are not known, no new elections were to be held until 1911. According to newspaper coverage, the Chief and Council agreed to the surrender at this meeting. A band meeting, at which a vote would be held, was scheduled for September 23, and notices were posted in the churches, in English, on Sunday morning, September 22. Apparently the usual practice on the reserve was to post a notice of events one to two weeks in advance (Tyler, Wright, and Daniel 1979, 240–44).

The meeting was held on Monday, the 23rd, at the old schoolhouse. Many people had to stand outside, since about 200 people attended. Pedley, Lewis, Grain, Howell, Semmens, Rayner, Grain, and MP Samuel Jackson were there, making a very large party. Pedley chaired, and asked ex-chief William Asham to interpret. Asham refused, and W.H. Prince, the councillor who had long supported the surrender, took over. People later commented that the translation was poor and sporadic, and even those inside the building had difficulty following.

Both Pedley and Howell spoke in favour of the surrender. At least some of the clauses of the surrender were discussed, although, later, there was disagreement as to whether the entire document was read. Asham and others spoke, mostly against the surrender. Most of the discussion revolved around the advance Pedley was prepared to give on site ($5000), and the $90 per person to be advanced after the land sales, which he said represented the proceeds from the sale of half of the land, or 24,000 acres. There was also some coverage of the patents, and Howell apparently said he was prepared to issue patents immediately after the surrender.

By the end of the day, opposition was still strong, and Asham tried unsuccessfully to have a vote taken. By the next morning, opposition had lessened, and it was later alleged that alcohol and bribery were freely used the night before. Ernest Rayner later submitted a bill for $321.70 for services rendered, which may have covered some of these expenses. On the second day, the meeting conditions were much the same, as were the discussions. A lunch break was called, and according to William Asham's later testimony, Councillor W.D. Harper offered him, as leader of the opposition, the same terms that the councillors were to receive from the surrender. Samuel Jackson made the same offer.

Howell did not attend the afternoon session when the vote was taken; he left that to Pedley. When the meeting began, Asham moved to postpone the vote, but Pedley would not agree. The Chief made a speech in favour of the surrender. The voters were then called outside to do a count, with those in favour to stand on one side, and those opposed on the other. As people left, however, the Reverend Mr Semmens shouted in Cree, pointing to the Chief and Council standing together: "Who wants $90, let him go over there!" This led to some confusion about whether the line-up was for payments or for the vote, particularly for those who had not heard or understood the previous discussion. Semmens then proceeded to lobby some of the opponents personally, calculating what they would get in land and money. The counting was done by Agent Lewis and one of the councillors. Pedley announced the vote as 107 in favour and 98 against, although Asham later said that he surveyed the two groups again after the announcement and ascertained that the opposition group was larger. There was no recount, nor was there a written list of voters.

There were 223 eligible voters, so the vote carried on a majority of the meeting representing a majority of voters, not a majority of total voters.

Pedley then went back inside for the signing and, at the request of a band member, read the surrender document through, in English. There was opposition to the clause that the Department of Indian Affairs must approve the sale of lots, and this was struck off, after the vote. The document was also changed to allow ex-chiefs, such as Asham, the same amount of patented land as councillors. The document was then signed by the Chief, the Council, and by Asham. It was witnessed by Pedley, Grain, Rayner, and Semmens (Tyler, Wright, and Daniel 1979, 244-63). The affidavit was sworn the same day, September 24, in Selkirk, by Agent Lewis and the Chief, William Prince. It was sworn before a police magistrate, D.S. Daly. The Reverend Mr Semmens and Agent Lewis began paying the $5000 advance, each band member receiving $4.30.

In his report to Oliver on October 26, 1907, Pedley said:

> The placing on the market of the land to be sold, namely, 24,000 acres will afford an opportunity long looked for of having the land available for farming and other purposes and the issuing of patents to individual Indians will ultimately . . . result in a considerable portion if not all the land granted to them passing into the hands of whites. (Tyler, Wright, and Daniel 1979)

Frank Oliver explained the granting of land in severalty as fulfilling the rights of the St Peter's Indians, as original settlers under the *Manitoba Act*, to get land at the time of transfer. He gave this explanation in the House on April 22, 1910, after having said on February 15, 1909, that the granting of title to the lots was a necessary concession to gaining the consent of the Indians for the surrender (House of Commons, *Debates*, April 22, 1910, 7851; February 15, 1909, 1019).

SWAN LAKE IR 7/7A

Surrender of 1908

The Reverend John McDougall, SGIA Frank Oliver's surrender agent, went to Swan Lake in early September 1907 "with your [Oliver's] instructions reffering [sic] to the exchange of this Reserve, or the surrendering of a portion of land by the Indians to the Crown." McDougall reported that part of the Band still lived at Indian Garden, and that they looked upon the exchange of land from their reserve (to Interior) with the Tramping Lake land as a "wrong done to them." The Band had also told McDougall that they had received no answer to their petition of a year earlier to sell the Tramping Lake lands. "Thus I recognised at once that I was up against resentment and suspicion and almost total indiferance [sic] on the part of these Indians to any proposition from the Government." McDougall nonetheless posed two "propositions": 1) to exchange their entire reserve for one north and west, and to receive the balance of land in equity and funded moneys; or, 2) to surrender the Tramping Lake lands and that part of the Swan Lake reserve contiguous to white settlement – five and a half sections. The land would be sold at a minimum price of $10 per acre, and the Band would receive one-tenth at the time of surrender, the balance a year later.

The Band turned down the first proposal and said it would consider the second, but only with Chief Yellow Quill present. McDougall then went and collected the Indian Gardens people, including the Chief, and went back to Swan Lake. There the band members turned down both proposals, with the exception of the sale of the Tramping Lake lands, for which they wanted $22 per acre. McDougall thought the $22 per acre figure represented the price of lands selling near Swan Lake of comparable quality to what had been taken from them. He recommended a "present equity of say $15,000" and the promise of interest on funded moneys being paid on a per capita basis. These terms might be persuasive to get a surrender along the lines of the second proposition (McDougall to Pedley, September 10, 1907, NA, RG 10, vol. 3624, file 5217-2).

McLean wrote back to McDougall on September 18, 1907, saying that the Department would never agree to pay the full purchase money, as the Indians requested, because it was not allowed under the *Indian Act*. Meanwhile, on October 12, 1907, Farming Instructor Campbell forwarded to Oliver a petition from the Band, signed by Chief Yellow Quill and two headmen, for a surrender of four and a half sections of the reserve, 2880 acres, plus the 2403 Tramping Lake acres, on condition of a $10 per acre minimum sale, and one-third paid to the Band: 20 per cent at the time of the surrender, and 13 1/3 per cent one year after the surrender.

When McDougall heard about this proposal, he wrote to Oliver endorsing it. The Department agreed as well, except for the price of the Battleford area lands, for which they thought they might get only $6 per acre. McDougall was asked on November 25, 1907, if he would take the surrender on these terms. Just after this, on December 4, a new petition came from Instructor Campbell, the Chief, and headmen, listing the conditions on exactly these terms, including the $6 per acre at Tramping Lake, but with $100 per head to be paid at signing, a little more than the 20 per cent proposed earlier. The petition was clearly prepared in McDougall's handwriting, but was not signed or witnessed by him. Campbell witnessed the signatures of the Chief and Headman, and signed his name in his own hand. On December 7, McDougall explained to Oliver that he had met first with the Indians at Swan Lake and, "after some trouble and with the help of Mr. Campbell," had succeeded in getting a majority of the Band to come to a meeting, whereupon they assented to the conditions given to McDougall. Then McDougall and Campbell went to Indian Gardens for the agreement of the Chief, who signed the letter (NA, RG 10, vol. 3624, file 5217-2).

On December 16 Pedley provided Oliver with information about the proposed surrender that he needed to take to the House in response to a request. Eleven days later, on December 27, Pedley provided Inspector S. Swinford at Portage la Prairie with authorization to take surrenders of both the Tramping Lake and part of the Swan Lake reserves, as per McDougall's second proposition. A cheque for almost $10,000 was sent to Swinford on January 4, 1908, taken from the Consolidated Fund and the Management Fund, the latter without advance authorization, according to a letter from Accountant D.C. Scott to Pedley on December 30, 1907 (NA, RG 10, vol. 3624, file 5217-2).

Authorization by Order in Council was given four days later, January 8, 1908, for a surrender of 5283 acres, on the condition that the land not be sold for less than $10 per acre in the case of the Swan Lake lands, and $6 per acre for the Tramping Lake lands. The Indians were to be offered one-third of the purchase price, $100 per person at time of surrender and the balance after the sale. Since the vote for payments to Indians in connection with taking of surrenders did not have enough money in it, authorization was given to borrow money from the Land Management Fund.

On January 28, 1908, Swinford submitted the surrender of part of IR 7 and all of IR 7A. "At the meeting called, nearly every man in the Band attended, and after the surrender was interpreted to them they had no hesitation in signing." Swinford went on to say, however, that the first payment of $100 per capita was paid at Swan Lake on the January 22, the day after the surrender, and that the second payment was made on January 23 at Indian Gardens:

> After the payments were over the Chief [sic] remarked that the Rev. John McDougall had informed them that all their old priveleges [sic] of holding sun dances etc. were gong to be returned to them, but the Chief said he didn't know whether this had anything to do with the surrender or not. I told him I could not understand the Rev. Mr. McDougall telling them such a thing as that, as the Department had no intention, that I was aware of, of allowing the old torture dances, etc.; of the past. (Swinford to McLean, NA, RG 10, vol. 3624, file 5217-2)

Swinford's account said nothing about a vote. Seven men from the Band signed the surrender, including the Chief. Agent Robert Logan and K.M. Garrioch, interpreter, signed as witnesses. It would appear from the paysheets at the time of surrender that there were well over 20 married men in the Band who would have been eligible to vote. Swinford did not include an affidavit, and he was told to get one signed by himself, the Chief, and one principal man, before a judge, magistrate, or justice of the peace. The returned affidavit is not included in the file, but, according to Swinford, it was returned March 3, over a month after the surrender (NA, RG 10, vol. 3624, file 5217-2). The Chief signed the surrender document, but it was not recorded whether he came down from Indian Gardens to be present for the vote itself on January 21.

A year or two later the Chief and two councillors wrote to the Governor General about the surrender. The letter was dated January 5, 1909, but since it was received January 11, 1910, the true date was probably 1910.

> When John McDougall came to talk to us about the sale of part of our reserve he made a lot of nice promises on behalf of the government and said a lot of nice things that pleased us, and we beleived [sic] everything he said was true. One reason we did was because we were told that he was a minister and we were always told that a minister was a person that would not tell a lie to any one. So when he told us that we would be paid two large payments of seventy-five dollars per head, but that we would [illegible] so that he put first payment at one hundred dollars a head for first payment at time of surrender, and another one hundred dollars one year from that time and that was what we understood when we signed the agreement. We have got one payment according to agreement and we want another payment on account of same we have to depend on these moneys to feed our families through the winter as there is no game of any kind to be got here. Our hunters have been out all over the country, and have returned without any game or furs of any kind so that our families are in danger of starvation we humbly ask that the balance of the one third of the money still to come to us from the same that had already taken place on this reserve be paid to us this winter. (NA, RG 10, vol. 3625, file 5217-3)

The level of consent obtained is impossible to verify and there are no details about a meeting.

MUSCOWPETUNG IR 80

Surrender of 1909

This section contains some information on the Pasqua surrender of 1906.

In 1904 Inspector William Graham met with the Band to discuss surrendering 10,250 acres. All but two or three of the male voters were present, and all those present voted against a surrender. Graham said that he discussed the "benefits" with the Band, but did not elaborate what they were (NA, RG 10, vol. 3562, file 82/7).

In response to continued local inquiries about a proposed surrender throughout 1905, and possibly at the instigation of SGIA Frank Oliver, Graham returned to Muscowpetung to request a surrender. He also intended to visit Pasqua for the same purpose. "It is my intention to deal with each reserve separately and to suggest the terms, on which I think the Indians could be induced to surrender," he wrote in a lengthy report to Oliver. Graham then dealt with each reserve separately. As to Pasqua, Graham assessed that the reserve was far too large for the population and that the Band would benefit from an annual distribution. An area of 15,900 acres could be surrendered without interfering with farming operations, and the land might bring $15 per acre, given its location. He would propose to the Indians that the value be based on a minimum of $8 per acre, and, from this estimate, he would give one-tenth of the proceeds of sale to the Indians (one-twentieth at signing, and one-twentieth after the sale). Graham proposed offering the Band a chance to move buildings on the property and to receive compensation for improvements; payments for improvements should be made at the time of surrender. Finally, he would suggest funding the shares of children between the ages of 12 and 18.

As for Muscowpetung, Graham asserted that 17,600 acres from the southern part of the reserve could be surrendered, leaving still over 250 acres for each individual. For this Band, he proposed a $7 per acre minimum, as "there are fewer Indians on this reserve than on Pasqua's, and the first payment will go farther individually." In conclusion, Graham said, he did not anticipate any difficulty taking the surrender on these conditions, but he would suggest having the forms drawn up so they could be signed at the first meeting called (NA, RG 10, vol. 3994, file 195126-2).

Accountant Duncan Campbell Scott evaluated the proposal, noting that the $7 or $8 figure was more reasonable than the $10 minimum which was placed on the Cote surrender. The money would have to be advanced from the Land Management Fund. Oliver then prepared a memo to the Governor General in Council to request permission by Order in Council to take the surrenders from the two bands. In the memo, the amount of land to be taken from Muscowpetung was increased to 24,640 acres, based on the suggestion that the remaining reserve be reduced to an area large enough to allow for 128 acres per band member at the current population. The Order in Council was passed January 26, 1906, approving an advance from the fund of $18,000 for cash distribution (OC 98-1906).

Meanwhile, Commissioner David Laird had been visited by people from Pasqua inquiring about the rumoured surrender. He advised them to call a band meeting, which they did on January 23, 1906, with the result that they asked him to go to the reserve to discuss the surrender. Laird wrote Ottawa on March 6, 1906, recommending surrenders from Piapot, Pasqua, and Muscowpetung. He seems to have been unaware of the discussions pending in Ottawa, or of the fact that Graham had by then taken a surrender at Pasqua and had been turned down at Muscowpetung (NA, RG 10, vol. 3562, file 82/7).

Surveyor J.K. McLean actually prepared two descriptions for surrender for Muscowpetung, one for 18,000 acres, and the other for 25,000 acres. Two were prepared for Pasqua as well. Deputy

Superintendent General Frank Pedley authorized Graham to take the surrenders on February 6, 1906, based on any of the alternative acreage figures. Graham wired McLean on February 20, asking whether the parents would draw one-tenth of funds for the children, or only one-twentieth. He also asked whether the vote of the Chief could affect the outcome, and whether the interest would be distributed annually. The reply, dated the next day, was that the distribution at surrender would be only for one-twentieth; the Chief's vote against a surrender would not matter if a majority was in favour; and the annual interest would be on the funded capital (NA, RG 10, vol. 3994, file 195126-2). Both acreage figures were taken to Pasqua on February 28 and were rejected. Graham took both acreage figures to Muscowpetung on March 5, 1906, and both were rejected. Graham did not give any details in his report to McLean on that day (NA, RG 10, vol. 3994, file 195126-2).

On April 16, 1906, a month or so after the meeting, band member Echeyace wrote to Pedley reminding him of an earlier letter about the sale of the reserve and other issues, and asking for a reply. McLean sent the reply to him via Graham; the contents of the reply are not known. Meanwhile, the next agent, W. Gordon, reported that year that the Band was getting along, but many were of advanced age, and the health of band members was not as good as at neighbouring reserves (Canada, Department of Indian Affairs, *Annual Report*, 1906-07, 139-43).

At the request of Pasqua, Graham planned another meeting to take the surrender. The meeting was held on June 5, and three rows of sections, 16,077 acres, were surrendered. Graham said that nearly all the voters were present, and that the vote stood 23 in favour, 5 against. "The first vote taken on this proposition some months ago, resulted in an even vote of thirteen for and thirteen against, so you will see that the Indians have viewed the matter in a different light since that meeting, although no pressure whatever has been brought to bear on them." The surrender was witnessed by Father Hugonard, and by paying clerk E.D. Sworder. Graham then distributed one-twentieth of the total projected payments, based on $8 per acre. He proceeded to pay for the estimated values of land and building improvements, as stipulated in the surrender document. When Graham reported on the meeting, on June 8, he asked for more money to pay for improvements; at that time he had not yet had the surrender certified. When he submitted the documents to McLean, he was reprimanded for having taken only three rows of sections, rather than the four he was authorized to take (NA, RG 10, vol. 3994, file 195126-2).

It is worth noting that it was after the Pasqua land sales on November 17, 1906, that Graham wrote to the Department and suggested a ten rather than a five instalment plan. Such a plan would be far more attractive to prospective purchasers, so would likely lead to better prices.

A year later, on July 18, 1907, Graham brought the surrender proposition for Muscowpetung back to McLean's attention. He said that he had been asked by some of the Muscowpetung members to hold another surrender meeting; he offered an educated guess that the proposal might pass by one or two votes. He suggested putting an $8 per acre value on the land, and offering 5 per cent of the proceeds to the Band, one-third of which would be paid out at signing, and two-thirds to be spent in building cottages (NA, RG 10 vol. 4035, file 304072). Graham did not immediately act upon his own idea, but met with Frank Oliver himself at Indian Head in October 1907, and the two men discussed the surrender. Oliver urged him to continue to meet with the Band, but to keep in mind that it must retain enough land to make a living. It is not known why the proposed distribution of proceeds dropped to only 5 per cent, which was lower than the earlier proposal, and lower than what other bands at the time were being offered.

Apparently Graham did mention the surrender whenever he visited the agency, and he always met with a refusal. In October 1908, Echeyace wrote to Laird, requesting a surrender meeting and reporting on an internal discussion held recently on reserve. The Band would agree to sell at $25 per acre, he said, with half distributed. "The reason why we asked half of the Purchase money is because we are short for every thing" (NA, RG 10, vol. 3562, file 82/7). Another request followed on November 9, addressed to McLean, with the same purchase proposal (NA, RG 10, vol. 4035, file 304072). The Department promised a response, and on November 20 Graham wrote to Pedley that he had recently detected a change of opinion as to surrender. He rejected the $25 per acre price as "absurd." He suggested a surrender of 17,600 acres, the "best half" of the reserve. Graham thought the sale would bring about $104,800 at $8 per acre [this figure should have been $140,800]. From this, he thought to offer $10,000 down, and $10,000 a year later, and annual distribution of interest. Accountant Scott endorsed the proposal and suggested drawing up the forms on this basis. Chief Surveyor Samuel Bray wrote a description for 17,600 acres, and Pedley sent the forms to Graham on December 2, 1908, with a cheque for $10,000. Pedley recommended that the Department retain some discretion over the interest money, spending it on behalf of the Band instead of issuing all of it in cash.

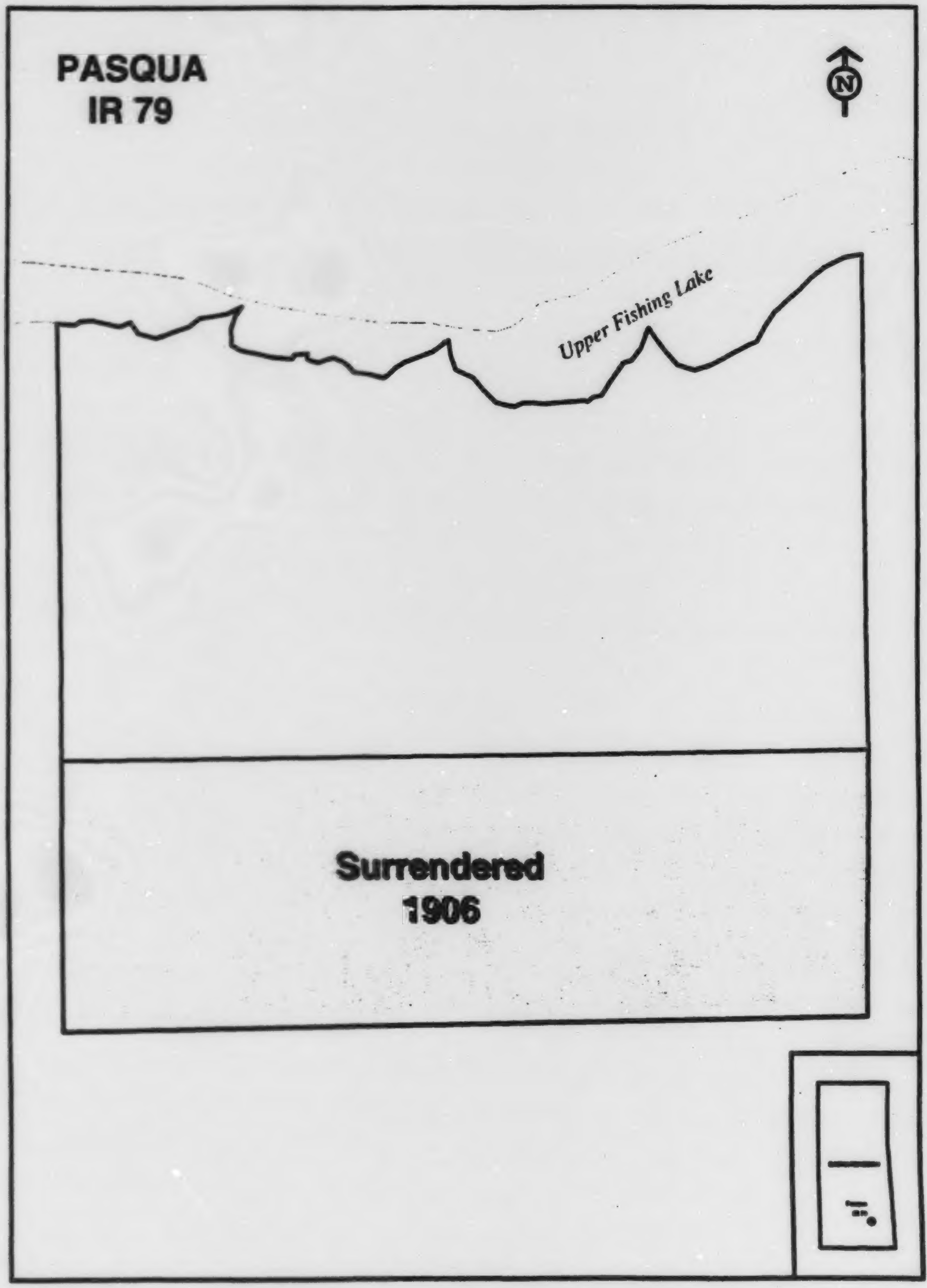
Apparently the forms had been filled out, because Graham wrote quickly to protest the $8 per acre minimum price inserted in the forms. He suggested leaving this out, since some land might not bring this much, and it would be misleading. "I will try to get the Indians to agree to part of the Interest money being expended for the benefit of the band each year as the Department see fit." He stated that, given how unwise it was to distribute cash before Christmas, he would go there after Christmas, after having first gone to Pelly (NA, RG 10, vol. 4035, file 304072). Graham was told by McLean that he could cross out the clause giving the minimum price, and Graham proceeded to do so. According to his diary, he met with the Band at noon on January 4, 1909. It appears from his notation that the meeting was held at Tom Anaquod's house, and that it lasted until 5 p.m., with payments lasting until 11 p.m. The day was very cold, –52°F. The surrender document – for 17,600 acres – bears the terms he had proposed, with the $8 per acre clause crossed out. It also contained a provision for the payment of improvements at $5 per acre, but specified that "improvement" meant plowing within the past two years. The children would have their money funded.

There was no official report, either in the diary or in Graham's letter to Pedley of January 6, of what was discussed at the meeting, how many voters were present, or how many voted in favour. Ten men signed the surrender document, in the presence of Father Hugonard. At least 18 men received payment that evening, each individual receiving $120. According to paylists, there were 21 eligible voters in the Band.

In a private letter to Pedley, dated the same day, Graham revealed that he had had difficulty obtaining the surrender. He attributed this to the activities of Echeyase, or Echeaise, who had been advocating rejection unless the Band got $25 per acre. Apparently Echeyase had held a meeting just prior to the noon event. He had evidently paid a local notary public to attend the meeting as well, who was brought into the meeting by "a meddling half-breed." At the very beginning of Graham's meeting, the Chief asked whether Graham was authorized to pay the $25, and, when Graham denied it, the Chief said that Echeyase had been holding meetings to oppose the surrender. He objected to the Department having corresponded with the man, without the Chief's knowledge. Graham went on to say that the Agent did not know what was in the Department's replies, either, and that he was therefore at a similar disadvantage to the Chief.

In a letter of January 1910, signed by the Chief and six other men, there is mention of two witnesses, Hugonard and the JP, J.H. Murphy, who was possibly the notary Graham referred to. When a copy was sent later in January to the Governor General in Council for approval, there was another witness, Alexander Brass, added to it. Brass was Graham's interpreter that year at File Hills Colony and a member of his party.

In his expense report, which he was later called upon to defend, Graham stated that Father Hugonard had attended as interpreter. The Agent, William Gordon, was also present (NA, RG 10, vol. 6683, file 114A 2-2). Elders' testimony from 1992 asserts that William Murison, the Touchwood Agent who later bought land, was present, as well as a man named Christianson. The 1992 testimony was that the document was not signed until after dinner, and that those present were told to come back after dinner if they wanted the money. The affidavit was signed on January 6, 1909, by Chief Muscowpetung and Graham at Fort Qu'Appelle, before Justice of the Peace J.H. Murphy. A majority of those at the meeting may have consented to the surrender, but it does not appear that a majority of voters gave their consent.


PASQUA
IR 79
N
Upper Fishing Lake
Surrendered
1906

THE KEY IR 65

Surrender of 1909

This section contains some information on the Keeseekoose surrender of 1909.

After the Key Band submitted a proposal to the Department of Indian Affairs in July 1908 for a land surrender of 13 sections of the reserve, Inspector William M. Graham said he would follow up on the request. He did not go to the reserve until January 18, 1909, after taking the Muscowpetung surrender. "Instead of surrendering thirteen sections as they wished to do in the first place, I persuaded them to surrender seventeen sections as the Land in question is not being used and is very light and cut up with Sloughs, and scrub, and will not bring a high price. However there is a time coming when the land will sell." Graham then reported that the Key people were content to give up any interest in the Shoal River reserves, and that the Shoal River people, on his understanding, did not wish to move. Graham accepted the Key request for $100 per person down payment at the time of the surrender, $20 more than the earlier proposal. He requested cash from the Department sufficient for this dispersal and to reimburse band members for improvements (Graham to Pedley, January 21, 1909, NA, RG 10, vol. 4039, file 329759).

Graham wrote to Pedley the same day about a deputation of people from Keeseekoose who had been to see him at the same time, and who wished to sell about 6000 acres of their reserve. After discussion with Graham, they agreed to sell 8000 acres. They wanted $15 per acre as a sale price, but Graham rejected this price. He also objected to their request for a payment at surrender of $6 per acre, saying it was too high, and he suggested a figure of $85 per person (NA, RG 10, vol. 7770, file 27117-3). W.A. Orr of the Lands and Timber Branch endorsed the proposal in a memo to Pedley on January 30; Accountant D.C. Scott attached a note on February 1 saying that there would be no money until the new appropriations, but an advance could be found if necessary. DSGIA Frank Pedley authorized Graham on February 8 to take the Keeseekoose surrender, and on February 13 to take the Key surrender. Graham was to apply for funds for both when needed.

Ironically, two days later, on February 10, Commissioner David Laird wrote to Headman Kakakeway of Keeseekoose, in response to his inquiry, that he was not aware that any portion of the reserve was to be sold. "In any case before the Government can dispose of Indians lands the majority of the voting members of the band have to surrender the same of their own free will" (NA, RG 10, vol. 3561, file 82/1). Laird had obviously not been notified of the surrender discussions; at the same time, Kakakeway and the seven other residents, in writing to Laird to say that they did not want to surrender, were not in accord with those who allegedly approached Graham. The headman wrote to Laird again, on February 25, saying that the majority of that Band was opposed to selling all the best land, but would agree to selling some. Again Laird told them, on February 27, that the majority of male members would have to vote in favour, and he suggested that they make their proposition to Agent Blewett or Inspector Graham (NA, RG 10, vol. 3561, file 82/1).

Graham then solicited funds for the Key surrender, but did not go right away to the Agency. On April 19 Agent Blewett wrote Secretary D.A. McLean saying that the people of both bands were anxious to know when the surrenders would take place, as they needed cash to buy oxen and equipment for the coming season. After this letter, Graham iterated his request for the Key funds, and added Keeseekoose. He also asked for money to reimburse Keeseekoose Band members for improvements: "It will be necessary to have this latter amount at the time the first payment is made, as there will be no difficulty in deciding as to where the improvements are situated, and again, the Indians at this reserve are an indifferent lot and will expect payment at once" (NA, RG 10, vol. 4039, file 329759). Graham went first to Keeseekoose, taking a surrender there on May 15, and then to Key on May 18. At Keeseekoose, a surrender of 7600 acres was taken, with a $85 per person distribution. The surrender was witnessed by A.A. Crawford and by Graham; seven voters, including the Chief and Headmen, signed the document. A few months later, 30 men signed a petition to Pedley regarding reserve boundaries.

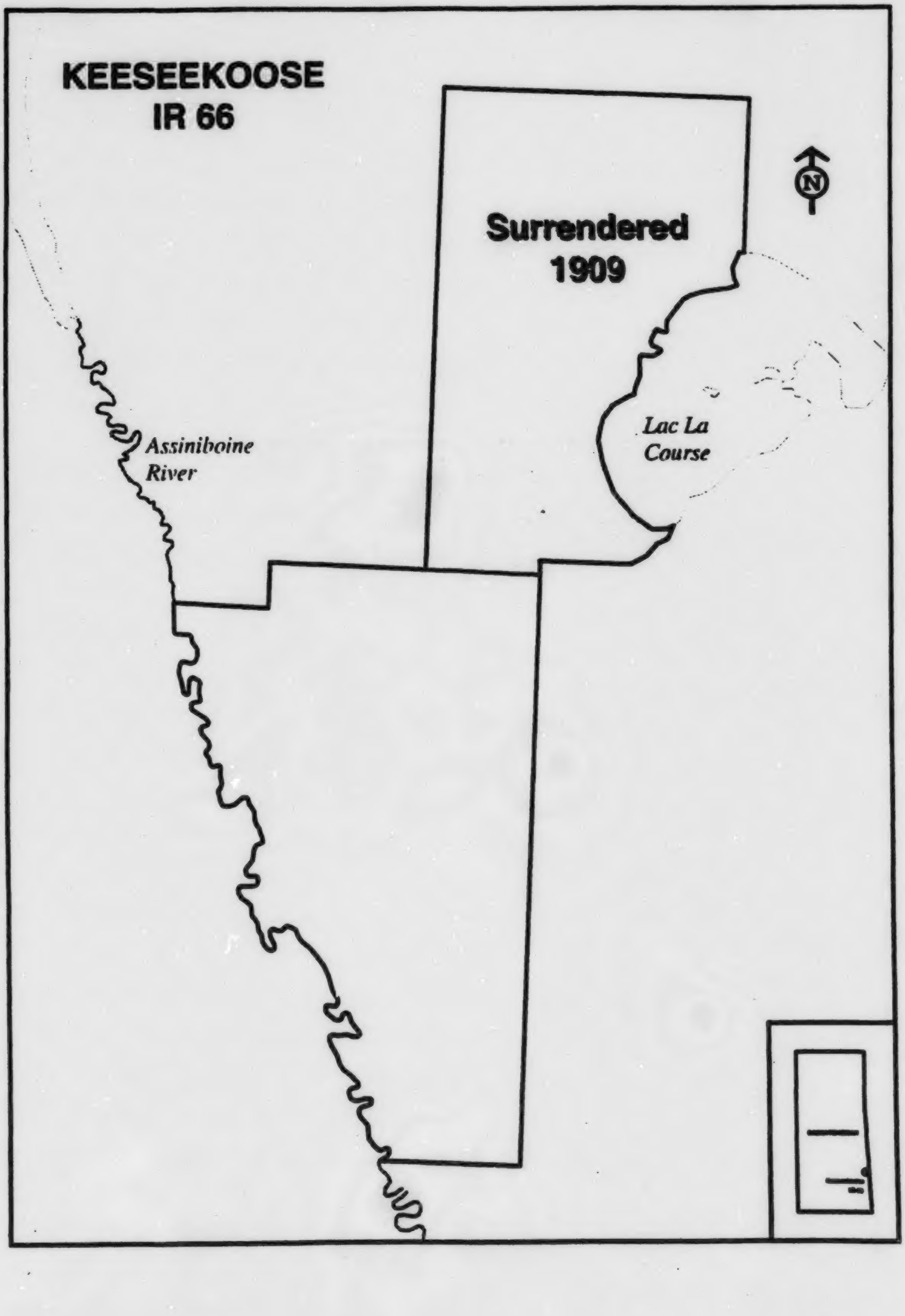
In his description of the Keeseekoose surrender, dated May 21, Graham said that he had called the meeting on May 13, and the meeting was actually held on Saturday, May 15. Nearly every member of the Band was present, and the vote was unanimous. Graham then had the papers signed, and began payment of $85 per person.

The Key surrender, dated May 18, was witnessed by W.M. Graham and A.A. Crawford, and had seven signatures attached. There were 17 or 18 men over the age of 21 at the Band at Pelly at this time, and about another 34 at Shoal River. Graham did not record any of the events of the meeting at Key – discussions, notice, number of voters, or the number voting in favour – other than to say, in his letter of May 21, that "nearly all members of the Band were present and the vote was unanimous." If this was the case, then not all the voters signed the surrender document (NA, RG 10, vol. 4039, file 329759).

The terms of both surrenders were similar, in that the lands were to be sold at auction, moneys for children 12 to 18 years of age were funded, and authorization was given for the purchase of farm equipment and livestock from the proceeds. Only the Keeseekoose surrender provided for reimbursement of improvements.

Both the Key and Keeseekoose affidavits were taken in Kamsack on May 19 in front of J. Wallace, JP. Both Chiefs signed, although the original affidavit for Keeseekoose had the name of the Key Chief, instead of Kitchemonia; it was returned for correction (NA, RG 10, vol. 7770, file 27117-3).

Graham proclaimed that the vote was unanimous in both surrenders. Neither of the surrender documents was signed by a majority of voters, and there is little documentation about the proceedings.


KEESEEKOOSE
IR 66
Surrendered
1909
N
Assiniboine
River
Lac La
Course

BOBTAIL IR 139

Surrender of 1909

This section contains information on negotiation of the Samson IR surrender of 1909.

The Montana Band had been living on the original Bobtail reserve since 1896. Apparently, the Bobtail Band had never lived on the reserve, and its members were dispersed among the other Hobbema Agency bands.

Inspector Markle had visited the Hobbema Agency in early 1906 and had written to Secretary J.D. McLean suggesting an amalgamation of the Bobtail and Samson Bands and reserves, and a surrender of the five sections of the combined reserve that were in excess of the treaty requirement for 128 acres per person. He had even recommended an expropriation of the surplus, but this recommendation was not considered. Superintendent General Frank Oliver's agent, the Reverend John McDougall, was sent to meet with the bands, including Ermineskin, on May 8, 1906. At the time he encountered strong opposition from the Montana people on Bobtail reserve, and from the Ermineskin people. Samson's people showed some willingness to negotiate, despite their strong opposition to surrender in 1904 (Lupul 1978, 34).

McDougall secured an agreement to surrender from Samson's on May 22, 1906, on certain conditions. The Band wanted a $10 per acre minimum sale price, and asked that McDougall look after its interests in the sale of land. It wanted more control over its own affairs, including an end to the permit system; it wanted agreement that there would be no more surrenders; it wanted more flexibility in the system used to issue permits to cut hay; and it wanted guarantees of continued assistance to the aged and infirm. McDougall recommended these terms to Oliver, suggesting that, if this negotiation was successful, the other bands would follow (Lupul 1978, 34; see NA, RG 10, vol. 4012, file 266600).

Oliver refused the terms, partly because the land offered for surrender was not along the Calgary and Edmonton Railway. The Band, however, did not realize that the terms had been turned down, and, according to a letter from Agent G.G. Mann on October 18, 1906, neither did the Agent. The Band believed that it had surrendered the land, and kept expecting money from the sale of land to arrive. Mann asked when the sale was to be held. When Accountant D.C. Scott was reviewing the estimates in January 1907, he prepared a memo to Deputy Superintendent General Frank Pedley on January 14 in which he pointed out that the best way to procure additional implements and livestock for band members, which they had requested, was to accept their offer of surrender. It should be made clear to them, however, that they would get no liberties not granted to other bands, nor would they get the interest money to spend as they chose; it would be managed for them (NA, RG 10, vol. 4012, file 267138).

When Mann was authorized by McLean to take the surrender on February 11, 1907, Scott's further advice not to seek a surrender along the railway and split the reserve was ignored. Mann was told to seek a surrender along the line, and to tell the Band that almost all of its previous conditions were unacceptable. According to a letter from Agent Mann, on April 5, 1907, Chief Samson refused to surrender land along the line, and refused to contemplate a surrender which did not incorporate the terms he had worked out with McDougall in 1906. McDougall met with the Band representatives again in August, and they rejected his suggestion of surrendering 13 sections to the west of the track, and 8 on the northeast part of the reserve, at $10 per acre minimum price. They did agree to surrender 160 acres near the track for $12 per acre. McDougall also said that, if he had had cash available for distribution, he would have gotten the surrender. These terms were rejected by Headquarters (NA, RG 10, vol. 4012, file 267138).

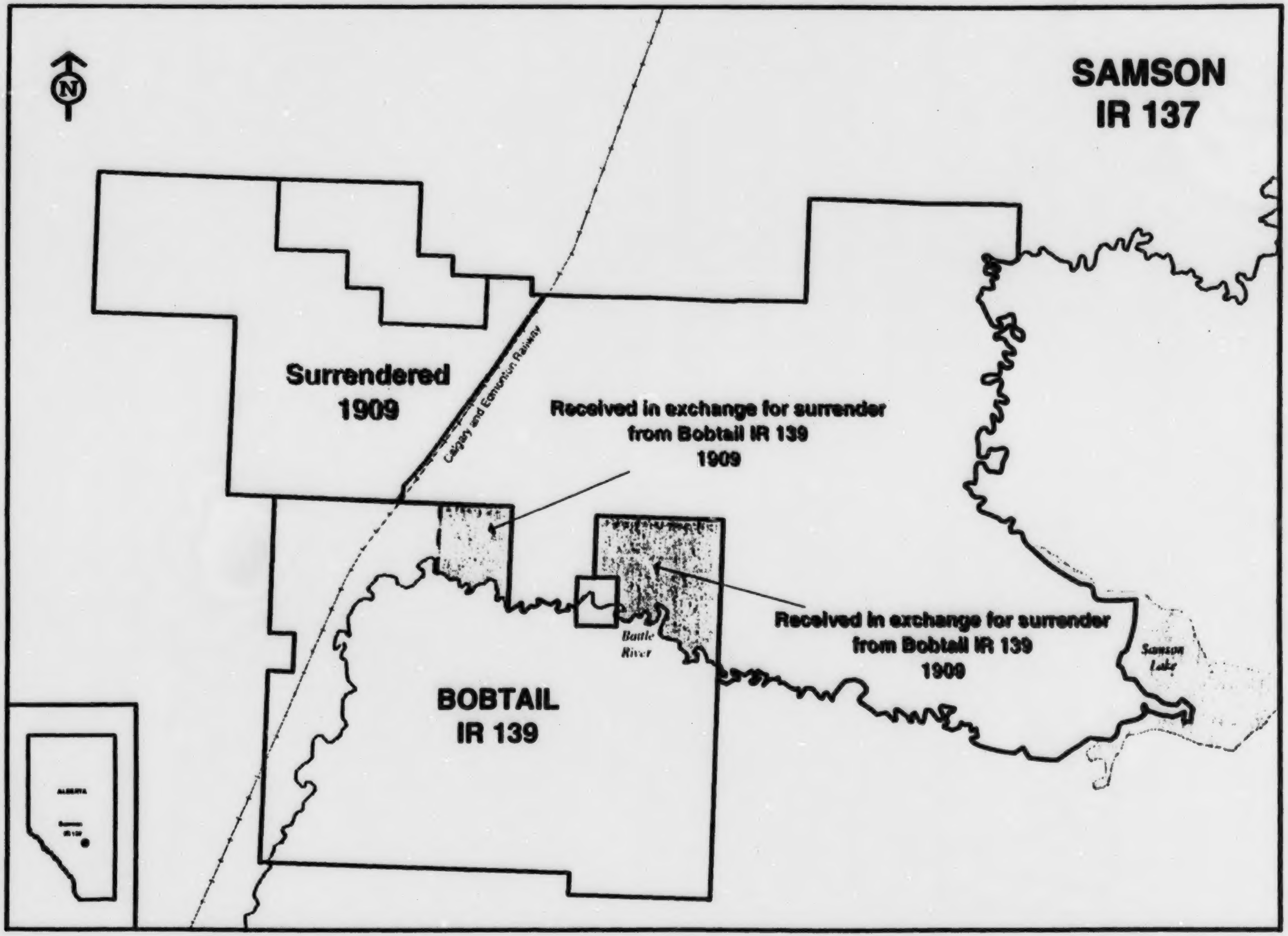
The matter was dropped until late 1908. Once again, in that year, Inspector Markle moved to secure surrenders from the Hobbema bands. Chief Samson had written to Oliver requesting a surrender of the land to the west of the tracks; the letter was witnessed by McDougall. The new request included 50 per cent band equity, and 10 per cent distributed per capita at the time of surrender. The Band also wanted the interest money from the funded portion distributed per capita (NA, RG 10, vol. 4012, file 267138, December 30, 1908). Markle also wanted the part of Bobtail's reserve west of the Battle River, and he believed that only the remainder of the old Bobtail Band living on the other reserves should be consulted, not the Montana Band living on the reserve at the time. Chief Surveyor Samuel Bray contested the latter assertion, on the grounds that the occupancy of the Montana people had given them the right to vote. Chief Accountant Scott believed that the Bobtail people had waived their rights to the reserve when they re-entered treaty in 1887, after taking scrip, although, he said, since they now had treaty rights again, this 1887 decision may not have been binding (Lupul 1978, 34-35).

McDougall was authorized to go back into the Agency, and he secured an agreement from Samson's Band to a surrender of the reserve lands, 9380 acres, west of the railway. The surrender was signed on January 28, 1909, by the Chief and three headmen, and witnessed by McDougall and Mann. The Band received a per capita payment of $20, as specified in the agreement, with the balance of 50 per cent of the surrender proceeds to be paid as the land was sold (NA, RG 10, vol. 4012, file 267138).

McDougall reported to Oliver that the Montana Band had refused amalgamation, and that he had told them, as instructed, that they did not have rights to the reserve and that it might be taken from them (McDougall to Oliver, January 2, 1909, NA, RG 10, vol. 4012, file 266600). Once again the rights of the Montana and Bobtail Bands to the reserve were debated in Ottawa. Oliver said that in his opinion the Bobtail people had lost all rights to the reserve when they had originally taken scrip. Since the Montana people had no right to vote on the reserve, he said, then the whole reserve could be taken without a surrender. The proceeds of the potential sale should go to the bands that had admitted the Bobtail people when they re-entered treaty, Samson's and Ermineskin's. The Montana Band should not be allowed to share the proceeds, Oliver said. Scott, however, checked the paylists and discovered that there were some original Bobtail people living on the other two reserves who had never left treaty, and who therefore had never lost their rights in the reserve and had to be consulted for a surrender (Lupul 1978, 35).

Thus, when McDougall went to Hobbema in June 1909 to obtain a surrender at Bobtail, he neglected the Montana people living on the reserve and took the surrender from four representatives of the former Bobtail Band. His authorization came from McLean, dated June 3. He was asked to take the surrender from the Bobtail people, and to obtain agreements between Bobtail and both Samson's and Ermineskin's Bands regarding proceeds of sale and transfers. He was also sent $10,905 for distribution. Although McDougall was sent blank forms, there is a memorandum on file, unsigned and handwritten, in which the terms later "agreed to" were recorded.

The surrender was dated June 12. The new agreement would allow the Montana Band to retain 10 square miles south of the Battle River, in the eastern part of the reserve. Some of the reserve north of the river would be added to Samson's reserve, and the rest, 10,880 acres, was surrendered for sale. Agreements were signed on July 17 with Ermineskin's and Samson's Bands by which the Bobtail people were to obtain full rights in the latter Bands in return for granting a share of the funds received from sale (Lupul 1978, 35; see also NA, RG 10, vol. 4012, file 266600).


N
SAMSON
IR 137
Surrendered
1909
Calgary and Edmonton Railway
Received in exchange for surrender
from Bobtail IR 139
1909
Received in exchange for surrender
from Bobtail IR 139
1909
Battle
River
Samson
Lake
BOBTAIL
IR 139
ALBERTA

MOOSOMIN IR 112

Surrender of 1909

This section contains some information on the Thunderchild IR 115 surrender of 1908.

Agent J.P.G. Day submitted a proposal to the Department of Indian Affairs in March 1907 for the surrender of both the Moosomin and Thunderchild Reserves in their entirety. Both Bands were to be provided with money to buy new reserves, to be moved to the new sites, and to be paid for the value of the improvements made on their original reserves. DSGIA Frank Pedley recommended the proposal to Frank Oliver, and Day was instructed to take the proposal to the two Bands. The first meeting between Day and the Moosomin and Thunderchild Bands took place August 24, 1907. Day reported to Secretary J.D. McLean on September 24 that both bands refused to entertain the proposal, having already heard talk of the surrender and having decided against it before the meeting, Day felt. The matter of the lack of a Chief for Moosomin was raised, as was Chief Thunderchild's request to go to Ottawa himself. Day in fact recommended, on behalf of the Bands, that this Chief and two delegates go to Ottawa, with himself, to negotiate. Nothing was done about this request; the Superintendent General of Indian Affairs, Frank Oliver, on a trip west that fall, met with the Agent and the Indians, and decided not to pursue the matter. There would be no trip east for the band representatives (NA, RG 10, vol. 7795, file 29105-9).

In the spring of 1908, new rumours went around the district that Thunderchild had agreed to surrender, and that Moosomin would soon follow. One of those promoting these rumours was Father H. Delmas. On May 6 this local Oblate clergy witnessed a petition from Chief Thunderchild and 26 members of the Band, to surrender the reserve for a new one across the river, south of the original reserve. The terms in the petition were similar to those Day had pushed in 1907, but rations were to be extended for five years; the Band wanted $15,000 down payment, distributions of interest four times a year, and some discretion over the spending of remaining capital (NA, RG 10, vol. 7795, file 29105-9).

Delmas sent a letter to Oliver 12 days later, saying that he felt he had successfully negotiated the surrender for the Department, and asking that a portion of the surrendered reserve be made available for a colony of Catholic settlers. DSGIA Frank Pedley wrote to W.A. Orr of the Lands and Timber Branch and recommended that discussions be renewed, with a view to establishing the new reserve at Bright Sand Lake, north of the original reserve, and with only six months of rations. When asked by telegram whether the Moosomin people might also consider such a surrender, Day replied that they might, although they had not been included in discussions to date. Day was then asked to hold off on the Thunderchild surrender until the papers could be prepared and forwarded for Moosomin. These papers were forwarded on June 17, 1908 (NA, RG 10, vol. 7795, file 29105-9).

Day replied on June 27 that he did not believe the Indians would agree to the surrender unless $15,000 was available for each Band for distribution and rations were promised for one year. Accountant D.C. Scott told Pedley by memo on July 9 that this kind of expenditure would require authorization that he could not get immediately from Parliament; he also recommended that Inspector W.J. Chisholm be involved in the event to safeguard such a large amount of money. A note written across the page said that one year's rations would be approved, but that Day should advise the Department before he intended to take the surrender. Two days later Secretary J.D. McLean sent a short letter to Day with these instructions, and Day replied almost immediately that the Indians would not consider signing without $15,000 down, as they were on the verge of backing out of the surrender in any event and would use any excuse to refuse (NA, RG 10, vol. 7795, file 29105-9).

In another contradictory message, Day wired the Department on July 24, in response to a message from McLean asking when the surrender meeting would take place: "Indians prepared sign surrender when money here." McLean then wrote to Commissioner Laird immediately, requesting that he assist with the surrender, given the large amount of cash involved; the money was forwarded with the letter. Inspector Chisholm was apparently unable to take on this task.

The meeting with Thunderchild took place on August 26. The issue of rations was discussed; the Band wanted five years of rations, and, in compromise, Laird offered two. The meeting continued on August 27, with two or three unsatisfactory attempts to vote, according to Laird. A tie vote late in the day was broken by the Chief, who voted in favour of the surrender. The terms of the surrender included two years' rations, and immediate distribution of $15,000 cash. The minimum upset price was set at $6 per acre for the land to be sold, and $3 per acre was to be spent in the purchase of the new reserve. Both Father Delmas and the Anglican missionary, D.D. McDonald, were active participants in the discussions at Thunderchild. (See Funk 1989, for an account of the negotiations based on oral history; Funk relates the story that the money was literally placed in view on the table prior to the final vote, and the assertion that the meetings took place in a schoolhouse so small that women and children had to sit outside to try to listen.)

The same terms were taken to Moosomin on August 28, where they were rejected "overwhelmingly"; Laird said that he felt there was no point in staying and pressing for further votes to be taken, as he had done in Thunderchild. Agent Day also reported on the meeting of the 28th, saying that the Indians had signed a statement in advance of the meeting that they would not give up their present land. Day alleged that this was the influence of outsiders, and that the Moosomin Indians would soon realize the benefits that the Thunderchild people were getting. Day was subsequently reprimanded by Pedley for ignoring his orders not to take one surrender if he could not get both, and was told to continue his efforts to reach a resolution with Moosomin. When Day was once again called to task in February 1909 for his failure, he explained that the bands did not get along well enough to have contemplated a joint meeting. He had not understood that he was to take both together; Laird had written to him before and suggested taking one at a time (NA, RG 10, vol. 7795, file 29105-9).

A petition was sent from Moosomin Band members to Oliver on January 8, 1909, asking for a surrender, with land to be sold at $12 per acre, and a new reserve bought at Little Jack Fish Lake at $3 per acre. The balance of $9 per acre would be given to them as cash down payment, they proposed. They also recommended that a survey and evaluation take place before the surrender, including the selection of the new site. McLean wrote to Day that the price per acre was too high, and that the law would only allow a maximum of 50 per cent down (NA, RG 10, vol. 4041, file 335993).

The Reverend D.D. McDonald wrote to Laird on February 19, 1909, saying that he believed that Moosomin's people wanted to surrender. He recommended against allowing a reserve at Little Jack Fish Lake, as it would place the two Bands farther apart and more difficult to manage with one staff member. Laird would reply on February 22 that there was no chance the Department would agree to the Jack Fish location (NA, RG 10, vol. 3563, file 82/11). Meanwhile, on February 19, Agent Day wrote to McLean regarding another meeting he had had with the Indians at Moosomin; he had ascertained that they were willing to surrender, but they maintained their desire for a new reserve at Jack Fish Lake, not Bright Sand. He proposed a surrender on the same terms as those at Thunderchild, but with a down payment of $20,000. The geographical description of the new reserve site was included (NA, RG 10, vol. 4041, file 335-933).

Correspondence began with the Department of the Interior about available land for the new site, and McLean wrote to Surveyor J.L. Reid on April 20, 1909, asking him to take a delegation from Moosomin to select the site, which should be near the Saulteaux reserve. On April 21, McLean sent Reid instructions to subdivide both the Thunderchild and Moosomin reserves into lots for sale during the coming season. Day was also sent instructions by Pedley for the taking of a surrender on the terms Day and Moosomin proposed, including the $20,000 down payment; two of the quarter sections of land requested had been homesteaded and were not available. The letter also concerned the selection of new sites for both bands, asking Day to assist Reid and the bands in this matter. On April 30, Day reported that they agreed, and would sign when the money came. They would, however, like to keep Indian Reserve 112A, the haylands (NA, RG 10, vol. 4041, file 335-933). McLean agreed to get the money, but he did not agree to the retention of IR 112A. He also directed, in a separate telegram of May 4, that, when the cash arrived, the debts were to be settled.

While these discussions were going on, McLean was also advising Day that the Department was changing its mind about the costs of providing a traction engine to the two bands, as per the agreement at Thunderchild and the proposal at Moosomin (which proposed to share the machinery). McLean said that, if the engine was such as could be used for plowing as well as the mill, then the bands should pay the difference in cost, including the cost of paying someone to run it. The surrender agreement did not specify the use of an engine for plowing (McLean to Day, May 5, 1909, NA, RG 10, vol. 4041, file 335-933).

The money arrived, and Constable O'Keefe and Constable Drysdale of the RCMP accompanied the money to the reserve. The surrender document, for both reserves 112 and 112A, was signed on May 7 and forwarded to McLean on May 8, 1909. It was signed by 15 men, of the 30 to 32 potential voters at the time. It was witnessed by Agent Day, Clerk C.J. Johnson, Reverend Mr Delmas, Constable O'Keefe of the RCMP, and Ralph Pritchard, interpreter.

There was no record of the meeting: when and where it was held, what was discussed, who attended, or who voted. In a letter of May 18, 1909, Day revealed that Father Delmas had acted as interpreter. This raises the question of why Ralph Pritchard signed as interpreter. In the 1990s, elders' testimony was that no meeting was ever held, but that people were simply asked to go and sign the document. Also, it appears that at least three of the original signatures were made by the same hand. The affidavit of May 7 was taken in front of C.J. Johnson, a JP (the same clerk who was handling the money). It was signed by Day and by both Josie Moosomin and Etowakeesik. There was no chief at the time (see McMahon 1985, 39-42; NA, RG 10, vol. 4041, file 335-933).

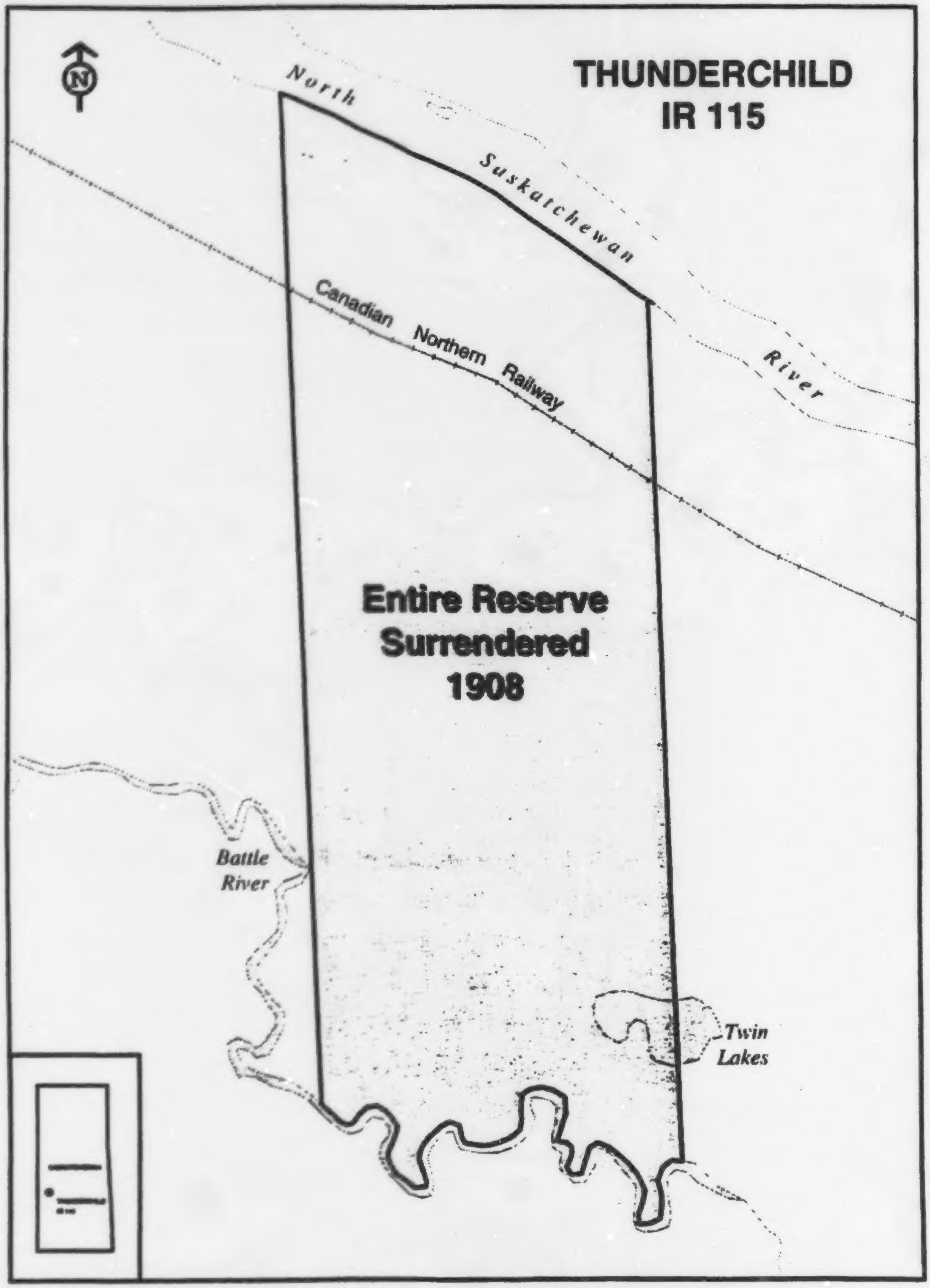
On June 15, 1909, C.J. Johnson certified that he had acted as pay agent to distribute the $20,000 at the time of the sale. The handling of the money was certified by E.H. White, a Battleford realtor and the son of William J. White, the Immigration Agent who acquired Indian lands by auction and tender.

Only a few days later Josie Moosomin wrote to the Department and said that reserve 112A had been surrendered against band members' will, and that they wanted to keep it. The Department said it was not desirable to keep the original reserve. Agent Day, in his May 18 letter to McLean regarding the surrender, stated that he had taken the surrender for haylands with difficulty, and he really believed it was not in the best interests of the Band to surrender them (NA, RG 10, vol. 4041, file 335-933). Surveyor Reid was sent to assist in selecting the new reserve, with instructions to include new haylands. Reid reported back his impressions that there were no good haylands within 20 miles of the new site, and he recommended that one square mile of the original haylands be kept. McLean approved this, and said that the new reserve at Jack Fish Lake would have to be 23 rather than 24 square miles (NA, RG 10, vol. 4041, file 335-933).

In the recommendation sent by Prime Minister Sir Wilfrid Laurier to the Governor General in Council to accept the surrender, there is reference to the retention of the one square mile of haylands (NA, RG 10, vol. 4041, file 335-933, June 10, 1909). The Order in Council accepting the surrender, dated July 6, recommended sale without reference to the Land Sale Regulations of the Department meaning that the restrictions on land sales contained in the Regulations would not apply in this instance (Canada, Order in Council 1539/1909, July 6, 1909).

Two months after the surrender, Josie Moosomin was finally officially recognized as chief. He had been elected by the band in 1904, but the Department had neglected to recognize his election. In June 1909, Agent Day raised the issue in a letter to McLean, saying that the Indians wished to have Josie Moosomin recognized as Chief. McLean got this authorization from McLean on July 5.

Elders' testimony in the 1990s was that Josie Moosomin was threatened by Laird and Day that he would not be Chief unless he signed the surrender. The level of consent to the surrender is difficult to determine. It may have been obtained from a majority at a surrender meeting, if indeed there was a meeting.


N
THUNDERCHILD
IR 115
North Saskatchewan River
Canadian Northern Railway
Entire Reserve
Surrendered
1908
Battle
River
Twin
Lakes

PEIGAN IR 147

Surrender of 1909

On May 2, 1908, Inspector J.A. Markle reported on a meeting with the Indians from IR 147 at the Agency office, and the question they raised about rumours that the reserve would be taken from them. They had also heard that certain white men wanted to establish stores on the reserve. Markle advised them to sell a half section east and north of the Brocket station ground and right of way, for a village site. The land could be sold for good prices, and those people with buildings and improvements on the land could get compensation. Markle also advised them to surrender the southeastern portion of the reserve to the CPR line. These suggestions met with opposition, although a few people, according to Markle, seemed willing to consider them:

> Several members of the band had numberless wants, such as implements of various kinds, steam power plowing outfits, cattle, etc. I told them that I held the notion that the Government would not supply them with all they had asked for and the only manner, apparent to me, of securing them was to agree to the surrender of their land and on the condition that articles really required was [sic] to be purchased out of a portion of the proceeds of the land referred to. (NA, RG 10, vol. 4034, file 302340-1)

In response on May 13, DSGIA Frank Pedley asked Markle to discuss the matter with the Indians, and to advise what portion of the reserve they might be willing to surrender.

Markle wrote back to Pedley on June 5 about a meeting held on the reserve on May 13. The majority were still opposed to a surrender, but Markle had talked to several people who were willing to consider it. Markle referred to the diversion of the CPR Crow's Nest Pass line, and recommended finding out the exact course so that the line might serve as the dividing line between the surrendered and retained portions of the reserve. A townsite was required near Brocket Station, Markle said, and some people were prepared to surrender portions of the two sections lying north and east of the station and right of way. Markle would also suggest a surrender of three to five rows south of the line, on the eastern part of the reserve (NA, RG 10, vol. 4034, file 302340-1).

On May 3, 1909, Pedley wrote to SGIA Frank Oliver concerning the Band's attitude to a surrender. The letter was written in response to a letter from Bishop Pinkham, of Calgary. The Bishop's letter had raised a number of issues, including a surrender, the current lease arrangements, and the Band's projected need for a steam traction engine. Pedley rejected an idea for a steam plow, on the basis that the Agent had not asked for it, the Peigan had always preferred to work with horses, and there was no money for it. Pedley also commented upon the Maunsell brothers' lease, due to run out in 1912, and with which they had had trouble [the Band had requested that the lease be cancelled]. The problem was unresolved. The Indian Agent, E.H. Yeomans, had been asked to look into the matter.

Markle wrote a long letter to DIA Secretary J.D. McLean on May 24. At that time he said that the Peigan had asked him a year ago to get a thresher and farming implements, and that he had told them that a land surrender was the best way to get the cash. At the request of the Band, he had had another recent meeting with members to discuss a surrender of the southeastern part of the reserve. At this meeting, the band members offered 30 sections, and demanded terms of $20 per acre minimum sales price, with a power ploughing outfit, 500 cows, 300 horses, harnesses and wagons, and rations "forever" to be issued from sales.

Markle rejected these terms, saying the price set on the land was too high. A few days later several supporters came to see him, and he advised a surrender of 45 sections. The various band members met among themselves; they came back to Markle, and the terms for a surrender were set, including $10 per acre, the purchase of an engine, complete farming outfits, material for fencing the eastern boundary, seed grain for 40 acres per farmer, grain elevators and storehouses, and additional money for livestock and outfits to be sold to band farmers. Out of the interest of the funded portion, the wages of a farmer and assistants were to be paid, as well as operating capital supplied. Also from the capital, weekly rations of 5 lbs of beef and 5 lbs of flour for two years would be voted (then all rations to cease for able-bodied people). Markle pointed out to the Department that, since they were receiving rations anyway, this proposition would save the government money.

Markle then requested authorization to take the surrender of 45 sections, but he asked for blank forms, "because I may find at the last moment that some changes in the conditions will be necessary to secure the consent of a majority of the band. If this freedom of action does not meet with your approval I do not think that anything will be gained by discussing the question at greater length." Markle expanded on the proposal in a letter written on May 26 from Brocket. He said that it was understood that the cost of the working outfits was provided for only as funds from sales became available. As to the money to be expected, he said there was land nearby which "could not be purchased" for $20 per acre (NA, RG 10, vol. 4034, file 302340-1).

Accountant Duncan Campbell Scott wrote to Pedley about the terms on June 2. The only problem he could foresee was the provision for rations. This would have to come from interest, not capital, and would relieve the Department of the existing expenditure for rations for the Peigan. "I therefore think that the clause should read that the cost of the ration shall be charged to interest if possible, leaving it to be inferred that the Government will foot the account, or some portion of it, for two years if the interest account will not bear the expenditure." Scott recommended that Markle be given blank forms and authorization to set the minimum price per acre at not more than $10 per acre, and suggested expenditures from capital at not more than $60,000 or $70,000. Pedley then gave Markle authorization on June 14, 1909, with the limits expressed by Scott, including the provision that rations be derived from interest rather than capital (NA, RG 10, vol. 4034, file 302340-1).

On July 15 Markle met with the Band, and a "test vote" found that the majority, 46, voted against the surrender, and 39 voted for it. The Chiefs opposed it, and the young men favoured it, but were afraid of alienating their wives, many of whom were daughters of those opposed. Those opposed had brought lawyer Colin McLeod in to work against the surrender. Based on the comments of the supporters, Markle believed that the surrender might be consented to at the next opportunity, especially as two of the Chiefs were in poor health and might soon pass away (letter of July 16, 1909, NA, RG 10, vol. 4034, file 302340-1).

On July 17 Markle wrote again and said that some of the opponents had called on him and asked for another vote, which Markle held on July 23. On this occasion, 60 voters opposed the surrender, and 42 supported it. McLeod was paid $80 for the bad advice he gave on the surrender, said Markle. He also said that some band members had proposed a surrender of the northwest part of the reserve instead, being poorer land. On July 27 he wrote yet again, proposing terms for a surrender of the northwest part of the reserve, at the same upset price, with 25 per cent of the proceeds to be spent on working outfits, and no rations. He asked for permission to keep the forms and have another meeting right away, since Surveyor J.K. McLean was in the area doing subdivision work and would be available immediately.

Duncan Campbell Scott reviewed this request for Pedley, and recommended that this new proposal for a surrender of 40 sections be allowed, on the terms Markle suggested. The day after, August 4, McLean gave Markle authority to go ahead with the meeting.

On August 5 Markle wrote from Red Deer about the two unsuccessful attempts, the intervention of the lawyer, and the scare stories advanced by some of the Chiefs. He recommended that the *Indian Act* be amended to disallow the presence of anyone not authorized by the officer taking the surrender. Markle alleged that Macleod had admitted that the terms were fair and reasonable, and yet had accepted payment to agitate against the surrender (NA, RG 10, vol. 4034, file 302340-1). It is worth noting that Surveyor McLean was present at some of the meetings, at Markle's request, and would later serve as witness and adviser to Markle.

Inspector Markle submitted a surrender on August 18, and made his report on the 20th. The surrender was for "36 or 37" sections of land, and an investment of 30 per cent of the proceeds in working outfits. The remaining 70 per cent would be funded to the Band; the interest on it would be used to meet the operating expenses of a motorized farming outfit, and the remainder for food for the band members. Markle had tried to secure a surrender of a larger area, because a down payment of one-tenth received at the land sale would not meet all the requirements of the next season, providing the land was even sold over the winter.

Markle went on to say that he had had great difficulty getting the Band to agree to the surrender, since the Blood, Peigan, Blackfoot, and Sarcee believed that a surrender would be a violation of Treaty 7. The Chiefs did not vote, except for one who voted against it. Markle believed, however, that he could obtain a further surrender in a year or two. In order to obtain a further surrender, he suggested that he might have to ask for an advance in the next year's estimates to provide for some of the terms. Some of the Band, he said, were willing to surrender a small area near Brocket, 30 or 40 acres, for a town site, but there was some anticipated opposition from those who thought this might mean a liquor establishment. Would a long-term lease work just as well, or else sales agreements forbidding these establishments (NA, RG 10, vol. 4034, file 302340-1)?

This proposal for a lease was rejected by the Department, partly on the basis that a lease arrangement would not prevent liquor establishments, and partly on the grounds that the area proposed for surrender was on the projected Section 8, potentially part of a Hudson's Bay Company claim (NA, RG 10, vol. 4044, file 348511). Markle wrote again to McLean on the same day, saying that he had tried to get the Band to surrender a larger area to obtain a larger first payment, which could then be used to outfit farmers. "I trust, too, that all future surrenders within my inspectorate will include similar conditions." Although Markle did not describe the vote in these reports, later correspondence revealed that the vote as 40 in favour, 10 against, out of a voting population estimated by Markle himself to be at least 108.

The surrender document was dated August 18, 1909, and signed by 15 men. It was witnessed by Ben White Bull, by Agent E.H. Yeomans, and by J.A. Markle. The affidavit was signed to two men marked on the form as principal men, Black Eyes and Cold Weather, and was taken to a justice of the peace in Brocket, E.B. Plunkett.

On the same day that Markle was writing his letters to Secretary McLean, August 20, Chief Butcher sent a letter to Frank Oliver "to tell you that Mr. J.A. Markle has been several times to vote to sell part of our reserve. We have against [sic] the selling and now if furse [sic] to do the others selling. The form he send to you we posted the suffrage. We are sending the names that [were] against the vote." Sixty-five names were appended, some with marks. There was no witness to the marks. Colin McLeod wrote to Oliver on the August 23 informing Oliver that he had been retained as legal counsel on "behalf of the majority of the Indians [on] the Peigan Indian Reserve" to oppose the selling of lands obtained through trickery. McLeod had been present at two of the meetings, he said; on the first occasion, 87 Indians voted, and on the second 100 did, and both times the vote was opposed to surrender. "Unless Mr. Markle's instructions are that he may take a vote on this question every day in the week and report upon the first expression that is favourable to the selling of the lands, I must say that the lands of these Indians are to be taken from them in a manner different from that which has hitherto been the policy of your Department . . ." McLeod then suggested that the Department investigate the issues before they were taken to court (NA, RG 10, vol. 4044, file 348511).

Ten days later McLean asked Markle for a report. Before Markle received the request, he had written a further report on the surrender. He projected proceeds at auction of about $240,000, thus yielding a down payment of $24,000, and he wanted double this sum for investment in farming outfits, seed, and fencing before spring. He suggested that the buyers be asked to pay one-fifth down, the rest coming in 10 annual payments with a charge of 5 per cent interest. The other bands would be looking closely at results. Again he said that he could have gotten more land surrendered at Peigan if outsiders had not interfered. He also noted that the factions for and against had been evenly divided.

Markle's September 7 reply to McLean's request was shorter.

- This was the first time they had seen and voted on a surrender for this particular area.
- The Chiefs and band members knew that a vote was to be taken.
- Some people were present and were advised not to vote, "with an object in view."
- There was no trickery.
- The surrender was in the best interests of the Indians.
- The conditions laid down in the *Indian Act* regarding consent were fully complied with.

On the same day, Markle wrote to McLean and suggested an auction date of December 15, at a time when farmers would have money available for purchases. He suggested Pincher Creek as a site, and Crawford Norris of Griswold, Manitoba, as auctioneer (NA, RG 10, vol. 4044, file 348511).

As plans for a sale progressed, so did the pressure by those opposed to the surrender. McLeod wired Oliver and the Premier of Alberta on November 10 and threatened exposure in the press and Parliament. Oliver wired Markle on the 11th, and Markle wired back to say that in his opinion the surrender was defensible in every respect. He included a list of voters "for" and "against," which he certified himself. The vote had been conducted by poll via written ballot. On November 13, McLeod countered by forwarding to Oliver a number of affidavits from band members who had come to his office that day to swear the following:

- they were eligible voters;
- they had no notice of the meeting and believed that the matter was negotiated without consent;
- they were opposed to the forthcoming sale; and
- they believed that the number of voters were 103.

The affidavits were taken before George H. Scougall and witnessed by a Mr A. Bury.

Surveyor J.K. McLean, who was present at the surrender meeting, was called upon to give his version of events. McLean said that he was "occasionally" in the room when the discussion was going on, and was present for the vote. As far as he knew, the customs of the Band were followed in providing notification, since the Chiefs and subchiefs were told, and they were expected to notify their followers. Meetings with the Chief and four subchiefs lasting three to four hours per day were held on two different days prior to the vote. "Some other members" of the Band also attended. Written notices were sent to the Chiefs and subchiefs the night before the vote was to be taken, informing them of the intended vote. The vote was then taken by Inspector Markle and Agent E.H. Yeomans. Each voter had his name registered. The vote, which lasted from nine until six, was witnessed by Head Chief Butcher as well. McLean said that it was well known on the reserve that the vote was to be taken, and that it was the choice of some of the subchiefs not to vote. (McLean to Pedley, November 19, 1909, NA, RG 10, vol. 4044, file 348511). In a second memo of the same day, McLean estimated that there were at least six people who came to the polling booth but did not vote.

Markle, under pressure, provided additional names by adhesion. These people were out haying at the time of the vote, he said. Eleven names appeared on the adhesion, witnessed by the Agent and dated November 15, 1909. In a later letter, Markle verified specifically that he had explained the surrender and shown a map to voters before they placed their votes. In yet another letter of November 26, just after the sale, Markle reported that he had heard lawyer McLeod and his associate say that they could have taken the surrender in 15 minutes; they obviously wished to block this surrender so they could show their influence (NA, RG 10, vol. 4044, file 348511).

The controversy continued, McLeod also submitting more affidavits. The original sale date set by Markle for December 15 had been changed to November 24 on Secretary McLean's October 2 recommendation to DSGIA Frank Pedley, for fear that the December date would be too close to the holidays to attract buyers. There was a last-minute call by Markle to keep the November date as posted, in spite of the efforts of the opponents to stop it. McLeod, purporting to represent 61 band members, posted a notice on November 23 saying that all sales would be contested. Markle counter-attacked, notifying McLean on November 26, just after the sale, that some of the people signing affidavits were underage. He submitted six more names as adhesions, as well as a statement from an absentee who had sworn one of Macleod's affidavits, the latter saying that he had signed against his wishes. Markle wrote a defence of the surrender on December 15. He admitted that some on the reserve opposed giving up land for any reason, but he felt that outsiders had inflamed matters. In a further letter of December 27, Markle stated that there were 108 to 110 voters in the Band; 60 had signed affidavits for McLeod in opposition, 40 had voted in favour, and 17 had signed adhesions in favour. Thus, he argued, some of the opponents either had to be underage, or had to have voted for the surrender. Agent Yeomans then took McLeod's list and, on January 19, certified that two on the list were underage, and six had voted in favour.

On December 1, 1909, Constable Fyffe of the RCMP wrote to his supervisor, Superintendent Primrose, about the events of the surrender vote, at which he had been present. He believed that less than half of the voters were present. At 6 p.m. he had asked Markle to keep the polls open, as there were more people to vote; Chief Butcher also asked for the polls to stay open. Markle had refused. Markle had then counted the votes and declared the surrender carried. "I may mention that Mr. Markle stated to me that if those Indians who favoured surrender, had stayed on the Reserve instead of going with the others across the line, they could have taken a vote and carried for a surrender at a previous meeting." Fyffe also said that he had been told by Markle to keep McLeod off reserve in case he showed up for the third meeting. "There is dissatisfaction among the Indians who were against the surrender as they claim that the last vote taken did not represent the wishes of the majority of the band" (NA, RG 10, vol. 4044, file 348511).

On February 5, 1910, J.D. McLean asked Markle to supply the notice that had been posted before the meeting and to state band custom on notification. Markle responded the same day that the notice, dated August 17, the day before the meeting, stated that a meeting was called for Wednesday the 18th for the purpose of a vote on the surrender of a portion of the reserve. "Take notice and govern yourself accordingly, at one o'clock." Markle verified that he had personally notified two Chiefs on August 17, at the Agency office, and messengers were sent to a few others. The custom was to alert a few individuals with the expectation that they would alert others. "Such notification brings large or small numbers according to the individual view of the importance of the meeting" (NA, RG 10, vol. 4044, file 348511).

(See Chapter 6 for the dispute which continued after the sales.)

BLACKFOOT/SIKSIKA IR 146

Surrender of 1910

Inspector J.A. Markle tried in 1907 to broach the question of a surrender of some land to fund band endeavours, and was authorized by DSGIA Frank Pedley in 1908 to make a formal approach. When the Department rejected the Band's and Markle's proposal, which was based upon projected land sales values that it felt were unrealistically high, the matter lapsed for a year. Meanwhile, Markle took a surrender at Peigan, which he hoped would induce the Blood and Blackfoot Bands to make a similar arrangement. On March 29, 1910, he reported that, based on what he had heard from the Blackfoot, he believed he could obtain a surrender similar to that at Peigan.

Markle reported on April 11 about a meeting held that day at Gleichen; the chiefs had approached him without invitation, and told him that the Band was divided on the subject of surrender. "After a general meeting a number came to my rooms and agreed to the following:"

- A surrender of 115,000 acres south of the irrigation canal: "Ninety % of this land is as choice as can be found in Alberta. Today thirty dollars per acre was offered for raw land about 4 miles out from Gleichen not as good as the greater portion of the area under question."
- Horses, implements, buildings, fencing material for the Band, worth about $400,000, to be paid for from the proceeds.
- Rations, to be paid from interest ($20,000), and, if moneys are available, operating costs and repairs for equipment.

To meet these expenses, the land would have to be sold at $14 per acre. Markle added that in his view "speculators" would easily pay that price. He enclosed an itemization of the buildings, furnishing, and outfits required, similar to that from the previous year, but with more emphasis on outfitting young farmers, as agreed to by the Peigan (NA, RG 10, vol. 3702, file 17537-3).

When pressed for more details, Markle said on April 14 that the terms would be fulfilled by 1915, and that only 20,000 acres of the proposed surrender area could be irrigated from the present canal. Asked to defend the sale price, Markle said that land in the area was going at much higher prices, and that his estimate had been conservative. He also believed that some of the opponents of the surrender would refuse new houses, if the surrender carried, so that the actual expenditures might also be less.

When Markle failed to gain immediate authorization, he drafted a surrender, which he sent to the Department on April 22. On May 16 Pedley responded that the "more progressive" Indians should be allowed time to consider the proposal. He expressed continued reservations about whether the sale would bring in the estimated proceeds, and suggested a clause in the surrender saying that the fulfilment of the terms was contingent upon land sales dated prior to December 31, 1915, meaning that, if the government did not get enough money in land sales, it was not committed to fulfilling all the terms of the surrender.

Finally, Pedley stated:

> It is desired that if you consider it advisable to proceed with this matter you will notify all the members of the Band who are entitled to vote of the date and time of the meeting and keep a careful record of all procedures taken, also of the individual votes. Blank forms of surrender are enclosed herewith to be filled out according to the terms mentioned by you, which are hereby approved. (NA, RG 10, vol. 3702, file 17537-3)

In a separate letter dated the same day, Pedley approved Markle's draft surrender, but asked that individuals procuring farming outfits be asked to repay the cost of the outfits. It is worth noting that asking members to repay the benefits of surrender appears to be a part of a new trend. It appears in several 1909, 1910, and 1911 surrenders.

Markle took Pedley's advice and distributed maps, and continued to hold meetings with band members. He wrote to Department Secretary J.D. McLean on June 13 saying that he intended to hold a vote on the afternoon of June 15. Of 133 votes cast that day, 69 were in favour of the surrender, and 64 were against it. Eight Chiefs supported it, and five opposed. "There may have been a few who did not vote who are against the deal but if I am correctly informed there are quite a number agreeable to it but they failed to appear for one reason or another," Markle said in his brief report of the same day. In a longer report on June 27, he said that he had had an informal meeting with the Chiefs on June 13, and the voting day was agreed to at that time, along with an enlargement of the proposed surrender area beyond that marked on the maps that he had previously distributed to "prominent men." The Chiefs present at the meeting on the 13th agreed to give verbal notice to their members. Markle then wrote letters advising of the poll and distributed them to absent Chiefs.

> Please take notice that a vote of the male members of the Blackfoot Band of Indians will take place at the Blackfoot office on Wednesday next the 15th instant on the question of the surrender of about 115,000 acres of land belonging to the Blackfoot band of Indians and lying southerly of the Bow River. The poll will open at 1 O.C. P.M. Kindly notify all members of your Band of male sex and 21 years of age and generally govern yourself accordingly.

For the vote Markle used an open poll – a technique he had previously employed at Enoch (1908) and Peigan (1909). A desk was set up outside the clerk's house, and a clerk recorded the votes. The Reverend Father Levern was present, as was Agent J.H. Gooderham.

> Before starting to accept votes I tacked a rough map of the reserve on the outer wall of the house and this map outlined the area under consideration for surrender. I pointed out the area referred to on the map and then read in detail the conditions from one of the copies afterwards executed by self, Chiefs Yellow Horse and Wolf Collar.

When it was apparent that all had voted, Markle said, and he had issued a warning, the poll was closed. The Chiefs "who agreed to the surrender had their names and marks recorded thereon." In another letter of June 20, Markle said that the two missionaries on the reserve had supported the surrender. The Indians in favour of it had asked that both missionaries witness the vote, but only one could be present (NA, RG 10, vol. 3702, file 17537-3). A clerk, a translator (Billy Mayfield), and Father Levern signed as witnesses. In correspondence from 1917 (see Chapter 6), Markle said that the entire agreement was discussed at meetings prior to the vote, and that it was read and translated the morning of the vote. Markle, the missionaries, and the Agent all promised rations in perpetuity, and believed that this promise turned the vote.

A voters' list was later sent to the Department which apparently included Chief Running Rabbit on the "agreeable" list (writing is blurred), although Markle said in his June 27 letter that this Chief was ill and did not attend the poll. This fact was also stated in a letter of June 23. It is possible that the man listed was one of the Chief's three sons mentioned in the letters. Many Shots #2 is listed in both "for" and "against" lists – perhaps one of these was Many Shots #1.

Markle did not mention if there was any translation of the terms, or any discussions. There was an interpreter, Billy Mayfield, who signed the surrender, along with the clerk, the agent, and Father Levern. No information is available about the total number of eligible voters.

MISTAWASIS IR 103

Surrender of 1911

The plan for surrender engineered by Accountant D.C. Scott and Surveyor J.K. McLean in 1911 was relayed to Agent Thomas Borthwick by Pedley on January 31, with the caution that moneys for fencing or equipment would not be advanced until after the sale of the land, so that the Department could be sure that the advance would be repaid.

DSGIA Frank Pedley gave detailed instructions to Agent Borthwick. He described the sale terms to be paid in 10 instalments with 5 per cent interest due on the unpaid balance. "If the Indians will agree to surrender the land on the above terms, after it has been fully explained to them, that the Department will only advance the necessary funds conditional upon the sale realizing sufficient to repay the amount so advanced, you are hereby given authority under the provisions of the *Indian Act* to submit the same to the Indians . . ." Pedley went on to quote the *Indian Act* requirements for surrender: "If the majority of those who are present at the meeting and entitled to vote are in favour of the surrender, they should sign their names on the forms herewith enclosed." An affidavit should be signed by both the Chief and a headman. An upset price of $9 per acre, plus the value of improvements, should be used as a guide to sales.

Pedley's letter is particularly noteworthy for two points. First, he suggests that the advance be made only after the sales bring in sufficient funds. Second, Pedley's wording suggests that Borthwick was authorized to submit the surrender to the Indians only if he was sure they would agree.

Pedley went on to recommend to Borthwick that he stick with the idea of requiring Indians to pay individually to use equipment. These payments would be used to build up the Band's capital account. The interest accruing from the capital could be used for repairs (IACR, file 674/34-13-103 vol. 1). It would appear that the Indians were being asked to pay twice for this equipment, once with land surrenders, and secondly with annuities or cash income.

The signed surrender form was promptly returned to the Department on February 22 ,1911. Borthwick supplied few details of the meeting, other than to say that the Band was difficult, and insisted on a $15 per acre upset price, as well as having some of the cash paid directly to band members. The Department rejected this price, saying that at $15 per acre the land might not sell, and thus not bring in the $5200 needed for machinery and fencing. Instead, it was recommended that Borthwick value the land in the spring, after the surrender. The Department also rejected paying half of the sales proceeds (minus the cost of machinery) to the Band, because the fund would not generate enough interest to pay for repairs (IACR, file 674/34-13-103).

Borthwick went back to the Band, and got a second signed surrender on March 20, 1911. This surrender was for 1607 acres, as requested. The conditions were quite detailed and met departmental expectations. No upset prices were mentioned. After the stipulated purchases were made, one-half of the remaining proceeds were to be used for additional machinery and horses, and the other half would be placed to the credit of the Band. The document was signed by Chief Jacob Johnstone and 22 others, as well as the Agent, clerk T. Eastwood Jackson, and interpreter William Dreaver.

Borthwick submitted the surrender on March 21, 1911. He pointed out that the upset price and cash payment had been waived. He recommended that the engine and separator be bought by the Agency instead, to be used by other Indians in the Agency, who would have to pay on a per use basis. On March 30, Secretary McLean wrote to accept the surrender and Borthwick's operational suggestion, and he recommended the use of a separate account system. He noted, however, that Borthwick had not sent in the affidavit/statutory declaration, which Borthwick sent on March 27.

The affidavit, dated March 20 in Prince Albert, before T. Eastwood Jackson, JP, was signed by Borthwick and by Chief Johnstone, John Duncan, Thomas Muchasis, and George Dreaver. Note that Dreaver served as interpreter and Jackson as paying clerk at the surrender meeting.

A majority of voters appear to have consented to the surrender, but no details of the meeting and the number of voters, etcetera, are known at this time.

CHAPTER 6

TERMS AND IMPLEMENTATION OF SURRENDERS

When decisions had to be made about the authorization for a surrender, for subdivisions and for sales, the people who routinely reviewed and had access to the files were J.D. McLean, Secretary of the Department, W.A. Orr of the Lands and Timber Branch, and the Deputy Superintendent General of Indian Affairs. On some occasions or issues the decision would be referred to the Minister. The Chief Surveyor and his staff might also be consulted, as might Accountant D.C. Scott on budgetary concerns. These same individuals had access to survey and upset price data, as might the Indian Agent, the Inspector, the auctioneer, and, of course, the field surveyor. McLean was in charge of sending information about sales to those making inquiries.

The Commissioner's Office might be asked to report on the need for a surrender, on Band response, or on sales possibilities. These reports would sometimes be prepared in conjunction with the Indian Agents and Inspectors, and sometimes by the Commissioner's Office alone, though the Commissioner's Office was not always kept informed of what was going on with surrenders. The overall result was that a number of officials, from the Agency level to Headquarters, had access to survey, sales, and upset price data.

The summaries that follow are taken from data available to me. Little original research was undertaken for this project. There are therefore gaps in information and inconsistencies in presentation from one surrender to the next. To some extent, these irregularities reflect the different approaches taken to the historical and economic research on land surrenders.

PASSPASSCHASE IR 136

Surrender of 1888

The surrender document for Passpasschase IR 136 from November 19, 1888, did not include the requests for housing materials. These may never have been provided, as band members understood the term. The document provided for the sale or lease of land, with the proceeds to be paid annually or semi-annually to the members of the Band. There was no mention of amalgamation of the Band with Enoch/Stony Plain, or the provision of funds to Enoch, as the Department had suggested internally in April 1887. In January 1894, representatives of the two First Nations signed an agreement to amalgamate and to apply the proceeds from sales to the Enoch trust funds (Tyler 1978, 139-40).

The land was surveyed into quarter sections by Surveyor John C. Nelson and an upset price of $3.00 per acre was placed upon each quarter. Auctions were held in 1891 and 1893 in Calgary and Edmonton, respectively. Lands remaining were given to the Dominion Lands Agent to sell in 1894, and all were sold by 1902. The average value was $3.87 per acre (Tyler 1978, 143-44).

On June 26, 1891, Mr Watson, Member of Parliament for Marquette, questioned the handling of the sale of the reserve in the House of Commons. Watson stated that, in his understanding, the first auction was to be held on July 2 and the notice was too short, and the advertising too sparse, to provide a fair sale and to keep the lands from speculation. Advertisements had appeared only in Calgary, Winnipeg, and Regina papers for a sale at Calgary far removed from the site of the reserve. Watson also suggested that, since the lands were at the terminus of the Calgary and Edmonton Railway, the sale should be postponed until railway construction was completed in the coming fall:

> Hon. members must know from our past history, and members of the North-West know, that the system of disposing of large tracts to speculators has been antagonistic to the country, and for that reason I have thought fit to draw the attention of the House to this matter, which I consider one of great importance, for it means a very great loss to the Dominion treasury. I desire the Minister of the Interior to state what particular demand has been made for the sale of these lands, and what is the object of now selling the lands through which the railway will be completed in a very few months? (Canada, House of Commons *Debates*, June 26, 1891, 1404)

Minister of Interior Edgar Dewdney, a former Indian Commissioner, replied that it has been common knowledge for months that the land was being surveyed for sale. Advertisement through the papers and through agents has been "extensive." He defended the timing of the sales on the basis that land prices would be higher now, on speculation, than when railway construction was actually finished. Dewdney also stated that the lands had formerly belonged to half-breeds who had taken scrip, and that they had been surrendered at that time (Canada, House of Commons, *Debates*, June 26, 1891, 1404-06).

On August 3, 1891, when Watson inquired in the House about the results of the sale, he learned the land had been sold to

Nancy Miquelon, wife of J. Zoel C. Miquelon, of Calgary
Belle Thomson, wife of John Thomson, of Portage du Fort, Quebec
John Gilmer, Calgary
Edward LeFevre, Bothwell, Ontario
George Alexander, Calgary (largest buyer)
Herbert Samson, Calgary
Arsene Miquelon, Sherbrooke, Quebec (with Ed. LeFevre and John Thomson)
Arthur Millers Rawlinson, Calgary

Not all of the parcels available were sold, and the price of sales was between $3.00 and $5.00 an acre (Canada, House of Commons, *Debates*, August 3, 1891, 3265).

In 1897, when discussions were beginning with the Enoch people at Stony Plain reserve about a surrender, the Band expressed dissatisfaction with the lack of proceeds from the Passpasschase surrender (Tyler and Wright 1978, 112). By the time that the Enoch surrender was taken in 1902, however, the Band was receiving some income from the sales.

SHARPHEAD IR 141

Surrender of 1897

The terms of the surrender of the whole of Sharphead IR141 dated September 11, 1897, for the most part followed the standard surrender form. In addition, the moneys received were to be prorated to "our credit" and to that of the several bands with whom the Sharphead people had amalgamated. There was no mention of the condition Forget described in his account of the surrender, that the Band would receive the proceeds only from 26 square miles of its old reserve (that is, the difference between what they had given up and what had been allocated to them at White Whale Lake) (Forget to McLean, December 9, 1897, NA, RG 10, vol. 3912, file 111777-1).

There are, however, some irregularities in the terms, which raise questions. Forget said that the surrender document was signed in the belief that this limitation on benefits would be in effect. Also, it is difficult to determine what was meant by "our credit" since the Band no longer existed, as noted in the following condition that the "other" proceeds would be prorated to the bands with which Sharphead band members had become amalgamated. Forget had also said in his account that he considered that the Indians who had moved to bands other than White Whale Lake would have no voting interest in the reserve, yet he included provisions for "bands" to receive benefits.

The land was subdivided by A.W. Ponton in the summer of 1898. Within a year of the surrender the Department of the Interior was again pressing for the land to be sold at the request of local settlers and immigrants. Ponton placed an upset value of $1 to $3 per acre on each quarter, depending on the grade of land. An Order in Council of February 10, 1899, authorized the Dominion Lands Agent at Edmonton to be placed in charge of the sale of land; it also reduced the settlement restrictions from three years to one year, with no improvements required. Purchasers were to pay one-fifth of the purchase price as a down payment, with interest on the remaining four instalments figured at 6 per cent. On April 16, 1899, Secretary J.D. McLean wrote to the Land Agent at Edmonton and told him that, as purchasers were limited to no more than one section, a buyer had only to establish residence on one quarter of this total purchase (NA, RG 10, vol. 3912, file 111777-1). Later correspondence reveals that the land was sold under some confusion. Some buyers thought that they were prohibited from making improvements, and others were not told about the residency requirements. The system of sale began to lend itself to speculation. (See report by E.F. Stephenson, Inspector of Agencies, 1902, in NA, RG 10, vol. 3995, file 199954).

In October 1899, the lands agent at Edmonton tried to convince the Interior Department's Commissioner of Immigration in Winnipeg, W.F. McCreary, to hire the school teacher at Ponoka, J.A. Youmans, to recruit purchasers, since many would-be purchasers were reluctant to travel 70 miles to Edmonton by train. Member of Parliament Frank Oliver, whose support was solicited by Youmans, supported this change, according to a memo from W.A. Orr to McLean, November 21, 1899. Instead, this responsibility was placed in the hands of the Dominion lands agent from Red Deer, E.W. Burley. In addition, a man named Cook Myers was hired as a kind of travelling salesman to take the potential buyers out on the land. He was paid a commission. As the sales were made, Dominion lands subagents were paid 5 per cent commission to collect payments. This led to some clamour by local businessmen to act as subagents and collect the commission, which never reached the capital funds of the bands. A few of these subagents then purchased some of the land or got it on assignment from the original purchaser. There were also irregularities in the amounts forwarded (see NA, RG 10, vol. 4003, files 216650, 213212; vol. 3912, file 111777-1A.)

It seems to have been at this time that the Department's policy regarding assignments took shape. When the land sales were registered by the Dominion Lands Agents empowered to sell the land, these agents applied the requirements of the Department of the Interior to land assignments. These requirements specified that the assignor had to produce an abstract of title or a certificate verifying that there were no executions against the assignor in order to register an assignment. The purpose was to protect the assignee from being pursued by creditors, or held responsible for unpaid taxes, and to prevent the assignor from fraudulently transferring the purchase to avoid creditors. A legal opinion was solicited in 1903 from law clerk Reginald Rimmer as to whether certification was necessary in Indian land sales. Rimmer confirmed that the Department of Indian Affairs required no such certification, since these executions were not the interest or the responsibility of the Department. Thus, instructions were given to the agents of the Department of the Interior that such certification was not necessary, and, in time, some of the Sharphead assignees did find themselves liable for debts and unpaid taxes (NA, RG 10, vol. 3995, file 199954).

A search of the land sales records reveals that there were many buyers from Nebraska and Iowa, including Daniel Wallis of Mondamin, Iowa, and Wilbur V.H. Bennett, a Canadian Immigration Agent in Omaha, Nebraska. (Wallis was possibly related to James Wallis of Cedar Rapids, Iowa, who picked up the largest portion of land at Muscowpetung; Mondamin is also close to Omaha and to Council Bluffs, Iowa.) Bennett appears to have sold most of the land within the first decade of the century, some of it to other residents of Nebraska. In 1904 he wrote to the Department expressing surprise that there was a residency requirement; obviously it was not enforced (Bennett to J.D. McLean, May 21, 1904, NA, RG 10, vol. 3871, file 89600-06). Bennett was represented in these transactions by the Wetaskiwin firm of Rosenroll and Schmid. Bennett was a major player in an aborted proposal to acquire lands at Ocean Man and Pheasant's Rump in Saskatchewan, along with William J. White, Frank Pedley, and James A. Smart, and in the purchases made from the Grizzly Bear's Head and Lean Man reserves in Saskatchewan.

One section was held out from sale to be divided into wood lots. When it was discovered that much of the timber had either been cut or destroyed by fire, these lots were put up for tender in 1918.

OCEAN MAN AND PHEASANT'S RUMP IR 68 AND IR 69

Surrenders of 1901

Under the terms of these surrenders, these two Assiniboine bands were removed from their reserves and amalgamated with the Cree/Saulteaux White Bear Band, living together on one common reserve at White Bear. The terms of the two surrenders taken March 21, 1901, were the same. The reserves were released to the Crown in entirety, to be sold on the terms most conducive to the welfare of the bands. The usual management fees would be deducted, and $2500 would be given to each of the bands for removal and for outfitting them on the White Bear reserve. The remainder of the moneys would be placed to their credit, and interest (and a portion of capital) could be used for the benefit of the entire amalgamated band. The burial sites on the reserves would be fenced and not sold without consent.

The amalgamation agreement was also signed on March 21. The White Bear Band agreed to admit the two Assiniboine bands and give them rights to the reserve, in exchange for a joint interest in the proceeds of land sales. The issue of removal costs was clarified in the amalgamation agreement. Only the two Assiniboine bands would receive $28 per person for removal, but a further amount, averaging $15 per person for everyone in *all three bands*, was authorized for expenditures in acquiring cattle, implements, lumber, and other articles (Tyler and Wright 1978b, 162-64).

The Department's memorandum to the Privy Council putting forward approval of the surrenders included a recommendation in favour of the sales agreement to George West and Joseph Armstrong (see Chapter 5). It included the final terms negotiated by Commissioner Laird which resulted in a purchase price of $1.11 per acre, and a requirement to place a minimum number of settlers on the land. Local residents who wanted to buy from the new vendors had six months in which to buy at the going government rate of $3 per acre. The memorandum went forward in mid-April, but the acceptance was conditional on the purchasers' paying $6000 to cover the bands' removal costs. It was not immediately approved.

J. Lestock Reid was authorized on April 15 to begin subdividing the land, and the task was assigned some urgency, at DSGIA James Smart's request. Reid was not asked to value the land, but only to describe it in terms of its agricultural potential; the value had already been set by agreement.

The Indians were moved off the reserve in late April, although they had not received the money promised for removal (Tyler and Wright 1978b, 177-79, 188).

When Commissioner David Laird submitted his annual report, he had this to say about the move:

> The move is a good one, as with the proceeds of the sale of the two western reserves, and the improved direct oversight the united band can receive from the agency, they ought to be scarcely any further burden on the Department. (Canada, Department of Indian Affairs, *Annual Report*, 1900-01, 221)

As Reid began his work towards the end of April, the purchasers were assembling the cash required, ostensibly from Nebraska banker Joseph Armstrong, who arrived in the Winnipeg area at the same time as Reid. It appears that Armstrong's signature on earlier correspondence had been forged, and that he was now in fact expected to buy the land from George Frederick West, his "partner," and West's associates. Armstrong apparently had not been told that the deal had been negotiated under his signature.

Armstrong went to Souris, near Brandon, Manitoba, to visit friends, and he let it be known that he had the chance to buy the land and bring settlers up from Nebraska. This news sparked the interest of two local businessmen, Anthony J. Hughes and Robert I. Crisp, auctioneer. The three men went to the reserves to look at the land, and Hughes then went to Ottawa to try to buy it, not realizing that the deal had been made. The local paper reported on his trip, and the reasons for it, and this article was picked up by other papers (Tyler and Wright 1978b, 178-83).

Other Souris residents had also heard the story, but were left out of the circle of benefactors. J.W. Breakey, realtor and insurance broker, and James Y. Bambridge, hardware merchant, were both Liberals and advisers to Minister of Interior Clifford Sifton. They were upset that the deal excluded those who should be benefitting from Liberal favours. Bambridge, along with merchant James Medill, headed for Ottawa as well (Tyler and Wright 1978b, 183-84).

When these visitors appeared in Ottawa, Smart attempted to pressure the Privy Council to accept the surrenders – and the West and Armstrong proposal – by Order in Council, without success. Smart then tried to deflect the arguments made by the visitors. Bambridge and Medill offered $1 per acre for the entire amount of land, and were told that negotiations with Armstrong were too far along to be put in abeyance. They returned home and submitted a formal application, but were given no encouragement. The outcome of Hughes's visit, on behalf of a purported deal with Armstrong, is not known.

Meanwhile, others found out about the sale and expressed an interest. Matthew Millar, merchant from Moosomin and prominent local Liberal, wrote to Sifton that he had heard the land was to be sold, and asked for first rights of purchase. Millar had been in active communication with Sifton in the previous election campaign and was calling in favours. Smart replied that some of the land might be sold to private parties at $2 to $3 per acre and, if that should happen, Millar would have a chance to purchase (Tyler and Wright 1978b, 183-87).

The deal with West and Armstrong was called off at the end of May in the face of these pressures. A notice of the collapse of the agreement was put in Sifton's *Manitoba Free Press* on June 11, 1901, indicating that the land would be opened to homesteaders. By that time a group of Nebraska farmers, sent by W.V.H. Bennett, the Canadian Immigration Agent in Omaha, Nebraska, who had helped arrange the West and Armstrong proposal, had already arrived on a pre-arranged visit to the area. When Secretary J.D. McLean suggested that the surrenders be declared void, Smart rejected this idea, and chose to look for other means of sale (Tyler and Wright 1978b, 187-92).

The collapse of the deal meant that the Assiniboine people, who had already moved, did not receive the promised payments. They pressed to return to their reserves, but this move was denied. Commissioner Laird met with Smart in early August in Winnipeg and was told that plans for an auction were under way. J.B. Lash, Laird's secretary, was given the job of valuing the land that Reid had subdivided, since this assessment was now necessary.

On September 5, 1901, Smart recommended to McLean that an auction be held, similar to those used for selling dominion lands, to dispose of the reserves. The terms would be five payments, at 5 per cent interest. Instead of using Lash's valuations for sale purposes, however, he proposed bringing in Homestead Inspector Underhill to set the upset prices for the auction. Reid was asked to complete his plans. W.A. Orr from the Lands and Timber Branch responded to Smart's proposal for an auction by pointing out that, "unless provided for by a special O.C.," the Land Regulations would apply, including the requirement of occupation for three years and 6 per cent interest paid on instalments (Tyler and Wright 1978b, 197-99).

Lash submitted his valuations in early September and they were higher than Underhill's. He had divided the land into four classes, ranging in value from $1 to $5 per acre, at an average value of $2.12 per acre. Laird used his report to urge Ottawa to go ahead with the sale, and to advance $2000 to the bands for supplies and building materials. Other officials, like Accountant D.C. Scott, and Secretary McLean, pushed for moneys to advance to the bands; Scott suggested borrowing against the Land Management Fund. With Reid's plans still not received, it looked unlikely that an auction could be held in the fall.

In spite of the willingness of officials to find the money for an advance, Commissioner Laird was informed on September 16, 1901, through the Secretary's office, that there was no money available and that a sale should be facilitated as soon as possible. Laird replied that the subdivision plans had not been received, and the surrenders had not been accepted by Order in Council. Another Memorandum for Council was prepared, which allowed the Department to dispose of the reserves in any manner it considered to be in the best interests of the Indians. An Order in Council accepting the surrenders was passed on September 28. At the same time, Reid was finishing the survey plans, and Smart finally approved the advance to the bands (Tyler and Wright 1978b, 200-01). On October 2, 1901, DSGIA Smart directed that the sale of land would be by tender rather than by auction. The terms of payment would be five instalments with interest charged at 5 per cent interest per annum. In his memorandum on the subject, Smart said: "The Department will not be bound to accept the highest or any tender" (NA, RG 10, vol. 3839, file 68244-1). He directed that the advertisements of the sale should go to land agencies within 100 miles of the reserves. He also directed that purchasers were to make offers for not less than one section, rather than "not less than one quarter," as was done in other sales by tender. This provision would allow one buyer to bid on the entire reserve. Bidders were to include a deposit of 5 per cent of the total price. He also advised against including detailed land descriptions in the posters; potential bidders were to be left to decide for themselves the quality of the land. Interested parties were to contact McLean or Laird for information.

Sifton did not allow the advertisement to go out with the provision for a minimum purchase of a section. Instead, bidders would have to prepare separate bids for each quarter section. The posters did not go out until October 15; they were placed in land offices, Indian Agency offices, and post offices. Advertising was also to be placed in the *Manitoba Free Press* (Winnipeg) and in the

Moosomin Spectator. The Winnipeg advertisements would not appear until late October, after a further change. Those in the *Spectator* appeared November 7, 14, and 21. R.S. Lake complained in the House of Commons on July 11, 1908, about the poor advertising for this sale and for the Pasqua sale. Laird was advised by McLean to give out Underhill's prices of $1 to $1.10 per acre, should a party persist in wanting to know the prices. The deadline for tenders was November 15. Laird did not receive the surveyor's plans until early November (Tyler and Wright 1978b, 211-15). (Note that West and Armstrong had originally proposed to pay 6 per cent interest on payments.)

The result of the late and limited advertising was reflected in the low number of bidders, few of whom were from Assiniboia. There were 31 tenderers from Manitoba and the North West Territories, the majority from Armstrong's territory of Souris, Manitoba. Bambridge and friends – William Mitchell, James Medill, J.W. Breakey, and W.H. Meneray – wrote Sifton, asking that the tender of William Mitchell be accepted. Sifton replied that the tenders had not been opened. Three of the men tendered for the entire reserve, at 30 to 35 cents an acre, much lower than their offer in the previous spring. They may have been led to expect that a low bid would be accepted.

None of the tenderers were from the Moose Mountain area. Once local people realized a sale was taking place, they started to make inquiries, but were too late. Matthew Millar, the merchant from Moosomin who had earlier shown an interest, submitted his tenders too late and incorrectly (Tyler and Wright 1978b, 212-18).

When the tenders were opened by Assistant Secretary Stewart and W.A. Orr on November 15, the most successful ones came from Toronto, rather than the West, in the names of three lawyers: R.B. Beaumont, G.W. Marsh, and E. C. Mackenzie. Among the three, they secured 298 of 305 parcels. All were known to A.C. Bedford- Jones, Frank Pedley's former law partner. The tenders, 313 of them, appear to have originated from Pedley's office in the Department of the Interior, typed on blank sheets of government stationery. The batch of tenders contained three duplicates for the same quarter, and two tenders for lands not in the reserves at all. Many of them contained the exact acreage of fractionals, information few people possessed, particularly in the east. According to Tyler and Wright, and their research, Bedford-Jones forged the signatures of the three lawyers on November 12 before sending the tenders in the following day.

There were five western buyers: Thomas Harkness of Hazelwood, Assiniboia, and four Souris residents, John Spence, Robert Bell, George Henderson, and S.S. Smith. One other departmental employee, James Jamieson Campbell, brother of the former Indian Agent at Moose Mountain, successfully bid on two quarters where the original Agency buildings were located. His bid had arrived at 11:30 a.m. on November 15, but was accepted over that of lawyer G.W. Marsh.

James Bambridge of Souris complained that he was not awarded any tenders, and brought Sifton's associate R.E.A. Leech of Brandon into it. Leech was told by Sifton on January 27, 1903, that the land was sold to the highest bidder (NA, Sifton Papers, MG 27, II D 15, vol. 250, 193). The men then appealed to Sifton to get them jobs as emigration agents of the CPR, which Sifton attempted to do, but the president of the CPR expressed reluctance to do so because the men had no farming experience (NA, Sifton Papers, MG 27, II D 15, vol. 150, 1903).

The three Toronto lawyers (Marsh, Beaumont, McKenzie), who, as would become apparent, were posed as fronts by Smart, Pedley, and White, acquired 45,000 acres at an average price of $1.23 an acre (Tyler and Wright 1978b, 218-23). The original purchasers did not hold the land long. Beaumont, Marsh, and McKenzie assigned their lands to Bedford-Jones, who negotiated a sale to Alfred S. Porter and Eugene Case of Minneapolis. (Case was the manager of the Canadian American Land Co., and Porter owned the Porter Advertising Company). This sale was made within six months, and the vendors made twice the money they had paid for the land. Case then signed his interest over to Porter, who raised money to buy the land in partnership with C.A. Diehl and 10 or 11 other men. Porter, who formed the Assiniboine Land and Investment Company around 1904, attempted to find buyers at $4.50 to $7.00 per acre (*Northwestern Reporter* 105: 326–49).

The Conservative firm of Tupper, Phippen, and Tupper of Winnipeg acted for Bedford-Jones in the transaction. A former employee of the firm, Alexander Adams, said in a letter to Tyler and Wright on January 17, 1978 (and in an interview by phone on December 7, 1977), that his firm, via Frank Phippen, actually acted for Sifton, who did not hold the land in his own name. Adams asserted that, although Bedford-Jones kept the land in his name, the real owner was Sifton. His ownership was hidden because he was in political office. Sifton kept land in other names, too, Adams said, but he was unable to recall which names they were. (This was, of course, Adams's personal opinion; there is no corroborating evidence. Phippen is known, however, to have acted for Sifton on other business matters.)

Bedford-Jones held some of the land until 1906, when it was paid for and patented in his name before it was sold again. Tupper, Phippen, and Tupper made some of the payments, quite possibly acting for Sifton. Some of the titles were transferred to Porter, and then back to Bedford-Jones. Porter also had some land returned to his hands in the second transfer of title, and the titles were delivered to either Tupper, Phippen, and Tupper, or to Munson, Allan and Co., the firm that later represented Sifton, according to Adams. The latter firm acted as solicitors for Canadian Northern Railway, and one of their partners at one time was David Laird's son-in-law.

One of the people who ended up with land on the second transfer was F.E. Lee, the same CPR man who was a friend of Bennett and West in Omaha. T.H. Robertson also bought land.

On July 18, 1908, R.S. Lake stated in the House of Commons that the lands had practically been given away to three men tendering from a Toronto law firm. Adjacent railway lands were being sold at the time for $3 per acre, far more than what the buyers of the reserve land bid (Canada, House of Commons, *Debates*, July 11, 1908, 12731).

This would not be the last time that the question of the sale of reserve lands was raised. In April 1915, the Ferguson Commission released the first of a series of reports as a result of its investigation into government management and disposal of dominion lands and natural resources during the Liberal era. One of the first reports to appear was on the disposition of the Moose Mountain and Chacastapaysin lands (see below). Although the report itself can no longer be found, newspaper reports from 1915 indicate that Ferguson discovered and identified the fraudulent tenders. The articles mentioned the tendering process, the profits generated, and the positions held by the gentlemen at the time. The Commissioner further identified a conflict of interest for Pedley, Smart, and White. Smart had left the public service in 1905, and Pedley resigned in 1913 when the first indications of the Commission's potential findings were circulated (Tyler and Wright 1978b, Appendix C7 to C13, L).

In 1934 John McArthur wrote to the Department of Indian Affairs on behalf of the Indians of White Bear. In the letter they complained of the failure of the government to live up to treaty promises, including the provision of agricultural implements:

> We had some of the implements, horses, oxen, in back years occassionly [sic], but when the Indians whoever gets the equipment pay for them in time, its taken all away from him again by the Officialls [sic] . . . There was two Reserves Surrender in Moose Mountain about thirty two years ago. Pheasant Rump and Strip Blankets one reserve was surrendered and the other was threaden [sic] and force out of their Reserve within a few months Dept. sold the land for over $200,000.00 and the Indians only got $50,000.00. This is the kind of Treatment we get the Witnesses are living today on this deal. If we get a square deal from the back History we might be Independent today. We don't like bringing up those things but we must get a square deal. (NA, RG 10, vol 542, file 29108-8)

Agricultural statistics show that agricultural production on the reserves peaked in 1900 and fell sharply after the surrender. The number of acres sown in grain did not approximate the 1900 level of 398 acres in the Agency until 1908 (Tyler and Wright 1978b, Appendix C-7 to C-13). The interest on the trust funds was spent, to 1911, on agriculture: seed, implements, repairs. It was also used for housing materials; beef, bacon, and flour for rations; and medicines and drugs (Tyler and Wright 1978b, Appendix H). It is worth noting that some of these items might have previously come from parliamentary votes under the rationale of treaty obligations.

Note 1: Reference was made in the history of this surrender to a proposal by a group of Hungarians to buy the Chacastapaysin reserve near Prince Albert. This proposal was engineered by Member of Parliament T.O. Davis, a friend of Surveyor Reid and a Liberal, and it had been approved in 1899 by Order in Council. After Davis was unable to make payments, a new proposal arrived in the spring of 1900 from a J.W. Mitchell and a John C. Neeley. Neeley was a clerk in Council Bluffs, Iowa, across the river from where W.V.H. Bennett worked. This proposal actually came from Bennett and William White, according to Tyler and Wright. In spite of the objections of Davis, DSGIA Smart submitted the proposal, and it was approved.

The new syndicate then had to find potential buyers for the land and had difficulty doing so. Davis, unaware that the government had committed to another purchase arrangement, believed that he still had an agreement to sell the land and began to recruit buyers. Given the political dangers of proceeding with the "Mitchell and Neeley" scheme and alienating Davis, and having his own personnel exposed in the arrangement, Smart cancelled the scheme — with which he had a personal connection, according to Tyler and Wright. Smart was forced to design another way of obtaining the land. The reserve was put up for sale by tender in October 1901. The advertising arrangements were similar to those at Moose Mountain. The advertisement in the *Prince Advocate* did not appear until November 18, 1901, four days before the deadline for tenders, even though the editor had previously drawn attention to the fact that there had been no local advertising. The advertisement did not note the large number of quarter sections. The deadline of November 22 had, in fact, been extended a week beyond the original date, at Smart's request. This extension allegedly had been done to allow Smart, Pedley, White, and Bedford-Jones time to prepare 128 tenders, on government stationery, on Smart's typewriters. J.W. Smith, a travelling salesman in Toronto, signed the tenders. Their submission to the Department was one short, so Bedford-Jones prepared an extra one on his own typewriter.

The result of the bids was that "Smith" acquired 8683 out of 14,864 acres, at an average price of $1.43 per acre. According to a letter from W.A. Orr, December 16, 1901, overall the land sold at $2.30 per acre, so other tenders must have been higher; Orr also suggested that, when Smith's bid and that of a local resident were the same, the latter should take precedence. Smith's land was resold within three months, at $2.50 per acre, to A.J. Stade of North Dakota (Tyler and Wright 1978b, 223-24; Tyler, Wright, and Daniel 1979b; NA, RG 10, vol. 6663, file 109A-3-3, Orr to McLean, December 16, 1901).

The Chacastapaysin land ended up in the hands of:

- T.O. Davis, local MP, Fenton Farms
- Charles Valentine Alloway and W.F. , scrip dealer, Alloway and Champion, Winnipeg
- A.J. Adamson, Canada Territories Corporation (also had interest in Saskatchewan Valley Land Co.)
- J.H. Lamont, who also bought land at Moosomin/Thunderchild sales

The typewriter and handwriting analysis on the West and Armstrong proposal, the Mitchell and Neeley proposal, and the sets of tenders was done by Roy Huber, who had 26 years of forensic experience with the RCMP. The work was done and reported on in January 1978. Huber made several connections:

- The Moose Mountain tenders were typed on typewriters in Frank Pedley's office.
- The Chacastapaysin tenders came from typewriters in James A. Smart's office.

- The signature of Armstrong on the West and Armstrong proposal was penned by W.V. Bennett, who also inserted one page of the proposal from his own typewriter.
- The letter of November 30, 1900, from George West re: Moose Mountain and the letter of November 28, 1900, from J. Mitchell and J.N. Neely re: Chacastapaysin, both issuing from Omaha, were typed on the same typewriter (Tyler and Wright 1978b, Appendix B).

ENOCH/STONY PLAIN IR 135

Surrender of 1902

The surrender of Stony Plain IR 135 taken by Agent James Gibbons contained the standard provisions allowing the government to use its discretion in the sale of the lands, and compelling the government to place the funds to the Band's credit, with annual or semi-annual distributions of interest. It did not include the terms reported by Gibbons in his letter of January 23, 1902, which were approved later by letter from the Department:

- The balance of the reserve would be fenced as soon as possible.
- The working members of the Band would be given a good outfit for farming, and the old and destitute would each be given a set of clothing. These items could be purchased from the Passpasschase capital fund, pending reimbursement from the land sales.
- The land would be surveyed as soon as possible, so that a fence could be erected on the north side.
- Indians farming on the surrendered land would receive $200 compensation.

All these conditions were approved by Headquarters, even though the cumulative value probably exceeded 10 per cent of likely sales (Tyler and Wright 1978c, 177-79). The Order in Council accepting the surrender authorized the spending of up to $10,000 from the Band's existing capital, pending reimbursement; this expenditure was for outfits, clothing for the destitute, and compensation for improvements. There was no mention of conditions of sale (Order in Council PC 515/1902, April 1, 1902).

Agent Gibbons and Member of Parliament Frank Oliver took a quick interest in the sale of the land. Gibbons wrote to the Department on March 10 and proposed selling the land by auction, rather than by tender, to get more competition; he projected the land would sell anywhere from $4 to $20 per acre (NA, RG 10, vol. 7542, file 29110-6). The surrender came to the attention of DSGIA

James Smart, who had been overseas when the surrender was taken. Aware of the tendering process used at Moose Mountain and Chacastapaysin, Smart instructed McLean on April 21 to sell by tender.

Others were also interested in the upcoming sales. Robert Holmes, MP for Huron West, approached Minister of the Interior Clifford Sifton to get a copy of the advertisement. So did James Sutherland, Minister of Marine and Fisheries, and Frank Oliver, who personally recommended to Sifton that the land be sold in individual parcels. Oliver's Liberal business friends, John A. McDougall and Richard Secord, inquired in June as to whether they would be allowed to make an offer for the entire area (Tyler and Wright 1978c, 185-87).

The land was subdivided for sale by Surveyor A.W. Ponton; his activities in the summer prompted speculation that the land would be sold at auction, as evidenced in Oliver's editorial in the *Edmonton Bulletin* on October 3. When this work, including valuation, was completed, Secretary J.D. McLean recommended a sale by tender, however, with payment to be made in five instalments and interest charged at 5 per cent (the Land Regulations were to be waived). The sale was postponed, and in the ensuing months McLean and A.P. Collier, Sifton's secretary, sent the survey information to Holmes and other prominent officials who inquired. A new deadline for tenders was set for December 3, and notices were sent out informing prospective purchasers of the terms of sale and tendering. Each tender could apply to only one quarter section, leading some people to ask whether bidding was limited to a single quarter. No land descriptions were included, so that non-local tenderers were at a disadvantage. A cash deposit was required for each tender (Tyler and Wright 1978c, 193-95).

Smart wrote to McLean in late October to request Ponton's plan and valuations, in order to forward them to Holmes – who had been sent only the plan. McLean sent Smart the information requested, including the confidential valuations, on October 23, 1902. Members of Parliament Frank Oliver and T.O. Davis received the plan, as did others who inquired through Commissioner David Laird or Secretary McLean. Charles Lye and McDougall and Secord of Edmonton were sent notices (Tyler and Wright 1978c, 197-99). The sale was advertised by newspaper in Edmonton and Winnipeg.

Thirty-six people submitted tenders; 29 of them were from Edmonton. Four had received notices through the Department. Ponton's valuations averaged $6.50 per acre, and the sale realized an average of $6.72 per acre, or just above valuation. According to Tyler and Wright (1978c), Frank Pedley (newly promoted to DSGIA), James Smart (Deputy Minister of the Interior), and William White enlisted A.C. Bedford-Jones, Pedley's former law partner, to submit tenders under the name of George Angus. Tenders were submitted for every quarter at an average price of $2.47 per acre. Only one of these bids was accepted. For the most part, they were bested by Oliver's friends McDougall and Secord, merchants (Tyler and Wright 1978c, 200-06). The land Angus had bid on was paid for through the Canada National Land and Development Company, via A.C. Bedford-Jones.

McDougall and Secord did not receive valuations from McLean, but they had met with surveyor Ponton in Edmonton. Many of their tenders matched the valuations. They acquired 70 per cent of the land for sale (Tyler and Wright 1978c, 206).

Others who acquired land included S. LaRue, of the LaRue brothers (LaRue, as Justice of the Peace, had witnessed the affidavit of surrender). Frank Oliver, in early 1905, wrote to McLean on LaRue's behalf to avoid a threatened cancellation for non-payment. Henry Fraser, an employee of McDougall and Secord, purchased land, as did the wife of the Agency Clerk who witnessed the surrender, Henry Carruthers. Ellen Carruthers acquired one quarter section after her husband had approached Sifton directly for a notice of sale, on behalf of a "friend." She paid $8 per acre for the land and finished payments after the death of her husband at Kamsack (see NA, RG 10, vol. 3981, file 160053). On December 2, 1902, Secretary McLean had written to Carruthers, in response to an inquiry, about the opening of tenders on December 2 or 3: "I hope, however, that the person you are interested in will be successful" (NA, RG 10, vol. 1125).

ROSEAU RIVER IR 2

Surrender of 1903

The land surrendered on January 30, 1903, in the amount of 12 square miles, was on the eastern side of Roseau River IR 2. The surrender contained the condition that one-tenth of the amount realized from the sale would be expended for as many "articles and commodities as the Indians may desire and the Department approves of." Any advances were to be repaid out of this 10 per cent. The terms also specified that the capital funds of the Band would be used to purchase two sections of land near IR 2A, "as soon as the funds are available." According to later correspondence, Inspector S.R. Marlatt apparently also promised at the time that the Band would get annual interest payments. This promise was not included in the surrender document. The Order in Council accepting the surrender specified that the land sales would take place "without reference" to the Land Regulations of the Department.

George Walton, who had pressured Minister of the Interior Clifford Sifton to take the surrender, also advised him in a personal letter that the reserve should be put up for public auction, with conditions requiring settlement of the land, rather than sold by tender. Frank Pedley, DSGIA (recently replacing James Smart), wrote to Secretary J.D. McLean on February 19 asking whether any Indian land had been sold by auction as opposed to tender. McLean replied on February 20 that the previous attempts to use an auction, in Ontario, were not satisfactory, and that the method of using tenders had been adopted in recent years as being preferable. Pedley passed this information back to Sifton on February 24, recommending sale by tender, without settlement restrictions, which, in Pedley's view, inhibited getting the best prices on behalf of the Indians. However, Pedley then wrote to the department officials on February 27 that he would sell the land by auction at Dominion City: "The land is to be sold without any settlement conditions or restrictions as to the quantity that each bidder may purchase and an upset price to be put upon the land." On March 19, Pedley wrote again to McLean to set the date for May 15, 1903, and to change the terms from payment in five instalments to 10, at 5 per cent interest (NA, RG 10, vol. 3730, file 26306-1).

Surveyor John Lestock Reid subdivided the surrendered portion for sale, and placed an upset price on each quarter section. The upset prices ranged from $10 to $12 per acre. James Dowswell of Emerson acted as auctioneer on May 15. J.B. Lash of the Commissioner's Office acted as clerk. An article in the *Echo* dated May 21, 1903, estimated that 300 people were at the sale and that they included, as well as local farmers, potential buyers who had come by train via Winnipeg from the United States, Ontario, and the Territories. Only one bid was declined on the basis that it did not meet the reserve. The average price paid was $13.50 per acre. According to the clerk at the sale, Lash, the buyers had urged that the date for the second payment be delayed from May 14, 1904, to November 1, 1904, after the crops had come in, and he had agreed. Lash also reported the presence of 300 people. "The upset price was not given out but rumour had placed it at $8.00 and $10.00 and these figures I found on my arrival at Dominion City were pretty well circulated. The bidding was brisk up to $12.00, then it slackened off to two or three until finally sold. There were a number of American speculators present who had examined the lands but did not make any bids. The water problem was the excuse given by some present for not purchasing. As it is difficult to get good water in the district, the supply generally is taken from the river" (Lash to Commissioner David Laird, May 22, 1903, NA, RG 10, vol. 3730, file 26306-1).

With the exception of Thomas Gregory of Wingham, Ont., J.B. Robinson of Bathgate, North Dakota, J.J. Baskerville of Cando, North Dakota, and George Ganssle of St Thomas, North Dakota, who collectively bought 12 of 44 quarters, the buyers were local or from nearby Winnipeg. Michael Scott, the real estate agent who brought the petitions from residents of Emerson and Franklin forward, was among the buyers, but John Howard and George Walton were not. Scott later picked up more of the land on assignment. One of the buyers was J.C. Ginn, the farming instructor from Dominion City, who also picked up more land on assignment.

Laird wrote to McLean on May 23, 1903, that some advances had been made on the 10 per cent to be distributed, and he recommended that the remainder be sent to Marlatt to be distributed at his discretion. Assistant Commissioner J.A.J. McKenna also wrote to the Department on June 6, 1903, saying that Marlatt had kept the surrender document, and that it would be good policy for all issues of surrender to be dealt with through the Commissioner's Office. DSGIA Pedley then wrote to Laird asking him to seek clarification of what Marlatt meant in the 10 per cent clause: 10 per cent of total proceeds, or 10 per cent of the down payment. The former would amount to $9978.25, a large sum, and Marlatt should justify expenditures (NA, RG 10, vol. 3730, file 26306-1). Marlatt confirmed that it was 10 per cent of proceeds. In a letter to Laird on June 19, 1903, he proposed giving the Band $5.50 per capita and using the rest for purchases made by mutual agreement with the Band.

The Band began to push for the terms of the surrender to be met: the 10 per cent payment, the interest distributions, and the purchase of two sections of land. In a memorandum from Orr to Pedley dated August 7, 1903, the Department itemized its position. Of the 10 per cent available, or $9978.25 (the 10 per cent down payment at the sale), one-tenth was allocated to the Management Fund, $575.55 went to accounts, $1000 was designated "for use of Indians in Fall," and $7404.88 was designated for immediate distribution. In the fall of 1903, some of the remaining $7404.88 was used to make purchases for the Band, and some was disbursed to individuals. The purchase of land would have to wait until the next instalment was paid. There was, however, no Crown land available adjacent to IR 2A (NA, RG 10, vol. 3630, file 26306-1). The Department would have to purchase lands.

Marlatt reported to McLean on December 7, 1903, that the band members had asked why there was so high a charge to the Management Fund. "It would appear to me to be excessive considering the large amount involved. I can understand why it should be charged on small amounts, but in this case where the amount is so large it would appear to be out of all proportion to the total cost."

The Department decided to go ahead and spend $10,880 against future sales to buy the addition to IR 2A. The advance would come from the Land Management Fund, to be repaid out of future land sales instalments at 3 per cent interest. The Department could not buy land immediately adjacent to the reserve because this land was worth $20 to $25 per acre, Marlatt estimated, writing to McKenna on December 28, 1903. The land they decided to purchase was cheaper; it was offered by William W. Fraser of Emerson at less than $10 per acre (NA, RG 10, vol. 3731, file 26302-1). It should be noted that William Fraser obtained some of the surrendered lands from IR 2 on assignment from the original purchasers, but these were not the same lands he then sold to Indian Affairs.

The other implementation issue was the promise of interest payments. Band members began to acquire debts on the strength of upcoming interest payments, but with the future instalments designated to repay the Land Management Fund for land sales, and with collection problems (see Townshend 1982), the Department was unable to pay interest on the capital. The Band began to protest. The issue was taken to the Governor General in Council on February 21, 1906, and an Order in Council was passed on March 21, 1906. The text states that the officer representing the Department in the negotiations considered it necessary to explain the accounting system set up by the sale, and to explain that instalments would bear interest at 5 per cent. This interest, it was understood, would be available for distribution. The officer did not understand that these interest payments were capitalized, and not normally available for distribution. "The Minister observes that it is in the aboriginal nature never to forget a statement made by a Government officer and to continue in a state of dissatisfaction until claims, founded on such statements or alleged promises, are met." Since the Indians of Roseau River were threatening to repossess lands already sold, the Minister recommended that $2000 a year be advanced over the next three years, on the strength of the promise made (Townshend 1982).

The matter of payments remained outstanding for years, however, as Townshend (1982) has documented. Indian Agent R. Logan was authorized to make collections from local buyers in arrears in their payments, so that the capital account of the Band could be reimbursed for the advances made. On March 13, 1909, Logan wrote to McLean suggesting that the farming instructor, John C. Ginn, be employed to visit the buyers personally, as Ginn knew "every pool of land sold, and is also acquainted with the purchasers." Ginn had been employed in the Agency at the time the surrender was taken. He was also responsible for distributing interest money to the Band and making purchases on its behalf, as evidenced in a letter to Logan on March 22, 1909 (Townshend 1982). He also explained to band members the difficulties of making collections, explaining that if instalments were not collected, there would be no interest payments. A letter from Agent Logan to McLean dated April 16, 1909, documented the Indians' suspicions that both Logan and Ginn were pocketing money paid by the buyers. On November 16 of the same year, Inspector S.J. Jackson reported to McLean that Ginn was advancing his own money to the local merchants to partially settle the debts of band members, thus indebting the Band to him (Townshend 1982).

Ginn, with William Fraser, picked up assignments on some of the land sales and bought the land from the original purchaser. The people of the Band appear to have understood that the promises made would be kept, regardless of the collection of funds from land sales.

MICHEL IR 132

Surrender of 1903

The surrender of Michel IR 132 of July 20, 1903, contained a cession for sale of 7800 acres. In return, the Department of Indian Affairs agreed to make either annual or semi-annual interest distributions, whichever was seen by the Department to be in the best interest of the Band. The Department was also authorized to use the capital to buy stock and implements for farming. There was no distribution at the time of the surrender.

The land was subdivided for sale by R.W. Lendrum of Strathcona, but he did not complete the plan of subdivision until winter. The Band began to request an advance payment, given the delay in sales, but was refused. The Department began to check out implement dealers, however, against patronage lists (Tyler and Wright 1978a, 130-33). The land was put up for public tender with a deadline of June 1, 1904, and with limited advertising. Only four newspapers (Toronto *Globe*, *Manitoba Free Press* (Winnipeg), Edmonton *Bulletin*, and the *Alberta German Herald*), all Liberal, carried the notice in April and May. Notices were also sent by request to 18 people, some of whom had been interested in the sale of the Moose Mountain reserves (Ocean Man and Pheasant's Rump) (Tyler and Wright 1978a, 133-34).

Most of the response to the sale came from Ontario, not from local people. One of the few local people tendering was apparently with the *Alberta German Herald*. The other appears to have been a business associate of Agent James Gibbons. The Ontario tenders came from Maria Allison of Ottawa, F.H. Laird of Dresden, George Smith of Toronto, and John Dowswell of Lynedoch. Only about 20 per cent of the land was sold, and most was sold below the valuation price (Tyler and Wright 1978a, 134-35). Maria Allison, who bought three quarter sections on tender, paid $1 to $2 per acre for land valued at $4 per acre. She was guided in these purchases by Herbert N. Awrey, a clerk in the Department of Indian Affairs for whom she worked as a janitor. Her bids had been forwarded in a departmental envelope, and included clippings from typed copies of the surveyor's reports. Awrey also acquired land at Kahkewistahaw and Cote. F.H. Laird (who bought the land with his brother T.E. Laird), had a relative, C.T. Laird, at Spruce Grove, Alberta. The Lairds bought four quarter sections at a price above the $4 per acre valuation, in partnership with Allen H. and Andrew McDonald.

George Smith, a physician in Toronto who seems to have been an affiliate of Joseph R. Miller, a major speculator in Indian land, bought only one quarter section, but later he asked about acquiring more of the unsold land (Tyler and Wright 1978a, 133-40). John Dowswell of Ontario sent a set of late tenders, including one for 50 cents an acre for land not disposed of. These tenders were rejected, as were other requests in 1904 and 1905 to purchase unsold lands. McDougall and Secord, the merchants who fared well with the sale of Stony Plains lands in 1902, were among those who asked to purchase (Tyler and Wright 1978a, 147-48).

The Band was not happy with the results of the surrender; it was not receiving any proceeds from the late sale. On April 21, 1904, it joined four other bands in the Edmonton Agency in forwarding a request to have Agent Gibbons moved. Since the letter has been lost, the precise nature of the complaints is not known. On July 3 of the same year, the Chief wrote to Secretary J.D. McLean to complain about the low prices received for the land, suggesting that the sale of timber might have brought more money than the sale of the land. Again, in August, band members told the new Inspector, J.A Markle, that they would oppose any additional sales at less than $4 per acre (Tyler and Wright 1978a, 143-46).

See the sections on the 1906 Surrender and Sale for further information about the sale of the remaining lands at Michel IR 132.

COTE IR 64

Surrender of 1904

The surrender document for Cote IR 64 of June 21, 1904, was negotiated prior to the final surrender meeting, and Pedley had, on May 10, authorized specific terms to be included:

1 The surrender would be unconditional – not burdened with management deductions, nor with conditions as to how the proceeds should be spent.

2 The Canadian Northern Railway (CNOR) was to pay cash at a rate of $10 per acre for 272 acres.

3 The CNOR would, when it had received $5000 from the sale of the property, share equally with the Indians in the "gross succeeding revenue free of all expenses of management."

4 The upset price or valuation of lots would be subject to departmental approval.

The surrender included 272 acres for townsite purposes and 30.06 acres for station grounds. The four conditions were not included in the text of the document, which said, instead, that the Band entrusted the Crown to dispose of the lands in a manner conducive to its welfare.

After the surrender, there were some discussions between the Canadian Northern Railway and Assistant Commissioner J.A.J. McKenna, both in person and by letter. In early July the company sent a cheque for $300.60 to pay for the station grounds, and for $2419.40 to cover the townsite, each at $10 per acre. The CNOR expected, however, that patent would issue from the Department after this payment, which the Company considered payment in full. The Department, on the other hand, through McKenna, reminded the railway of the obligation to share the proceeds with the Band before the land could be considered paid in full. To this end, the Department had an Order in Council passed on September 28, 1904, to the effect that patents would be issued to those who purchased townsite lots, when full payment was made, rather than to the CNOR or to the railway promoters William Mackenzie and Donald Mann, as the latter requested. The battle was prolonged, and will not be repeated in detail here, but the Department did succeed in its intent to issue patent to lot purchasers (see NA, RG 10, vol. 3561, file 81/8).

At the same time, the CNOR had to be reminded to pay the Band its share of sales. In 1907, at Commissioner David Laird's urging, the company began to pay shares to the Band, and by mid-1908 it had received $10,228.70 (see NA, RG 10, vol. 4016, files 273023-2). Lots had been sold by the Saskatchewan Valley and Manitoba Land Company on behalf of CNOR. There were, however, complaints from the Band a few years later when it realized that the moneys were placed in a capital account and not to be dispersed; the Band also complained about non-payment of interest (see Tobias nd, 18-20).

Note: A complete accounting of funds had not been researched at the time of writing and is not reported here.

COTE IR 64

Surrender of 1905

The following is a summary only. No information on the fulfilment of terms is reported here.

The December 14, 1905, surrender contained the following terms:

- Six thousand acres were exchanged for the Pelly haylands.
- An additional 12,043 acres were surrendered for sale at a minimum price of $10 per acre.
- The Band's equity of 10 per cent was to be paid in two parts: half within two days of surrender; half within 30 days after the sale of the lands.
- The equity was to be paid on a per capita basis.
- The interest was to be paid on a per capita basis, annually at treaty payment, minus the usual deductions for management.

- There would be no funding of moneys, except that owed to orphans.
- Anyone who had made improvements "would leave the arrangement as to the disposition thereof in the hands of the Department."

The land surrendered was on the north and east parts of the reserve, not near the townsite, as was requested by outside demand. The requisite Order in Council was passed January 12, 1906, and the Land Regulations of the Department were waived.

Although the Band and the Department began to treat the new haylands as reserve, the Department of the Interior did not, and continued to grant homesteads. By the time the land was formally transferred from Interior in 1909, the Band had (a) lost some of the haylands to homesteads which could not be cleared, and (b) surrendered part of the haylands in a third surrender in 1907. The first 5 per cent payment, $28 per capita, was issued the day after the surrender, but the question of when the second payment would be made depended upon sales.

J. Lestock Reid surveyed and subdivided the surrendered portion of the reserve, and submitted his plans and valuations in September 1906. The sale was delayed, however, because the confusion over homestead entries (private parties or individuals allowed to register homesteads in haylands set aside for Indians) delayed the issuance of a township plan. Finally, Minister of the Interior Frank Oliver decided to proceed with the sales anyway. Advertisements were prepared for a sale on December 12, 1906, in Kamsack, but then it was postponed until December 19. Payment was to be made in instalments at 5 per cent interest (NA, RG 10, vol. 4011, file 260260-1). The advertisements were placed in newspapers in Toronto, Winnipeg, Portage la Prairie, Regina, Battleford, Saskatoon, Prince Albert, Dauphin, and Brandon. Notices also went to 57 companies and individuals. Advertisements went out about a month before the sale date (NA, RG 10, vol. 6692, file 117A-2-3).

Guy Mayo was appointed auctioneer, and Inspector William Graham was placed in charge of the sale. He was told not to divulge upset prices before the sale. Reid's valuations ranged from $10 to $16 per acre; in late November surveyor J.K. McLean said that he thought the prices were too high and might prevent the land from being sold. Oliver ordered the higher values reduced, so that the range was now $10 to $12 per acre. Graham also wrote to McLean on November 29 saying that the prices were too high, that the winter season prevented examination of the land, that Christmas was a bad time to sell, and that the "land speculators" had returned south for the season. The Department responded that a December sale for Michel lands had been successful and that the Minister himself had fixed the date (NA, RG 10, vol. 4011, file 260260-1).

Approximately 30 people attended the auction. Fourteen of 83 parcels, or 2042 acres, sold. There were three major buyers: F.W. Stewart, merchant, from Emo, Ont.; L. Christie, from Fort Frances, Ont.; and W.J. Bigham, a merchant from Kamsack, the same individual who had built a store before the townsite surrender with Theodore Burrows's approval. Most sales were priced at about $12 per acre. In his report on the sale, Graham stated that the prices were double what he thought they should be (NA, RG 10, vol. 4011, file 260260-1). Stewart paid off his land early, Bigham in 1916, and Christie in 1946 (see NA, RG 10, vol. 6692, file 117A-2-4, 5, 6).

Because the sale brought only $4868, out of which the advance had to be paid, there were no funds to make the second payment within 30 days. As early as April 1906, the Band had begun to ask for a second payment. On January 19, 1907 the new Agent, W.G. Blewett, wrote to Secretary J.D. McLean asking for the second payment: "[T]he Indians are of the opinion that they were to receive the second payment on this land to-day." The merchants in Kamsack and district were demanding money for orders placed by band members, he said. Writing in February 1907, however, the Reverend John McDougall reported that band members told him at a meeting that they had expected payment six months after the surrender. In any event, Accountant D.C. Scott recommended trying to find money to make at least a partial payment. A second auction was planned for June 1907, a year and a half after surrender, but the plans were interrupted by a new initiative from Inspector Graham to take yet another surrender (NA, RG 10, vol. 4011, file 260260-2).

The Band did not receive the second 5 per cent payment. By the terms of the 1907 surrender, part of the unsold lands, 6786 acres, were to be added back to the reserve, and additional lands taken for sale. One consequence of the 1904 and 1905 surrenders was to encourage the Band to return to grain farming. The newly outfitted farmers began to break ground, but the worked land was then included in the 1907 surrender (Tobias nd, 16-17).

Note: There is controversy surrounding whether or not the terms of the agreement were fulfilled via returns to Cote; I have not dealt with this issue here.

MOSQUITO/GRIZZLY BEAR'S HEAD/LEAN MAN IR 110 AND IR 111

Surrender of 1905

The terms of the 1905 land surrender were few. The moneys from the sale were to placed to the credit of the Band and the interest paid annually or semi-annually, as the Department perceived in the best interest of the "Stony Band." The surrendered land was subdivided by Surveyor J.K. McLean in September and October 1905. He described the land as poor, valued it at between $2.50 and $5 an acre, and recommended to DSGIA Frank Pedley that the land be sold by tender rather than auction (NA, RG 10, vol. 4013, file 271245). The Order in Council accepting the surrender stated that the land was to be sold "notwithstanding" the Land Regulations of the Department (1888) (Order in Council 1920/1905). The head of the Lands and Timber Branch, W.A. Orr, also recommended sale by tender, but Pedley noted that the land was to be sold by auction in Battleford in June (NA, RG 10, vol. 4013, file 271245). Advertisements were placed with the Toronto *Globe*, the North Battleford *News*, the Prince Albert *Advocate*, the Alberta *Herald*, Edmonton *Bulletin*, the Regina *Leader*, the Saskatoon *Phoenix*, and the *Manitoba Free Press*. A comprehensive list of individuals sent information that appears in the files (NA, RG 1, vol. 4013, file 271234). It included W.J. Bain of Elora, Ontario, possibly William Bain, R.C. Bain of Grenfell, William McBrady of Port Arthur (who bought land at Cote and Crooked Lakes with Herman Finger), Edward White of Battleford, John Barr of Battleford, the Kane Land Company of Winnipeg, law firm Champagne, Speers, and Simpson of Battleford, A.C. Bedford-Jones, James A. Smart, A.W. Fraser of Ottawa (Sifton's associate), W.A. Lamb of Ottawa, F.W. Grant, Uriah Wilson, MP, Thomas Martin, MP, and H.C. Beatty of Saskatoon (Pelly sales).

Several auctions were held to sell the land: June 13 and 14, 1906; November 4, 1908; June 16, 1909; and June 1, 1910. In April 1906 an offer was received from the Kane Land Co. of Winnipeg and Battleford to purchase the entire tract for $7 per acre. Agent J.P.G. Day endorsed this proposal, but the matter, apparently, was not pursued. The company was headed by M.J. Kane, a realtor in Battleford (NA, RG 10, vol. 4013, file 271234, letters of April 19 and 21, 1906).

The auctioneer at the first auction was Sidney Seymour Simpson of Battleford, who had formerly worked as a farming instructor for the Indian Department (under Day), as a clerk in the Dominion Lands Office in Battleford, and as an immigration agent for the Department of the Interior.

He joined a Battleford real estate firm called Champagne, Speers, and Simpson a week before the auction. Simpson wired the Department on June 12, 1906, saying that he had no information relating to the auction to take place on June 13 (NA, RG 10, vol. 4313, file 271234). Day had been sent instructions on June 12, but later claimed he had not received the information until just before the auction on June 13.

Conservative Member of Parliament R.S. Lake raised the nature of the sale in the House of Commons on July 11, 1908. He said that the gentleman conducting the sale had had only two hours' notice and had rushed around posting notices, and that the attendance was small (Canada, House of Commons, *Debates*, July 11, 1908, 12731). Attendance at the auction was indeed limited, and Day claimed this was because of the short notice. The sale was held over to the following day. Fifty-nine of 90 parcels were sold, at an average price of $4.01 per acre, just beyond the upset price (NA, RG 10, vol. 4313, file 271234).

The buyer of the most land was E.H. White, son of William White, Inspector of U.S. Immigration Agencies in the Department of the Interior. The Whites, father and son, formed the White Land Co. Their land all ended up with Wilbur W.H. Bennett, and both White and Bennett were part of land sales fraud at Moose Mountain and Chacastapaysin.

The second largest purchaser was R.J. Speers, who was in the real estate business with the auctioneer and who acquired several other parcels on assignment, some of which was paid by Bennett and Simpson. M.J. Day, the wife of the Agent, bought two quarter sections. All this land, and that of several other buyers, was assigned to W.V.H. Bennett, the Canadian Immigration Agent in Omaha, Nebraska. W.D. Watson of Toronto bought two quarter sections, and seems to have then sold them to Champagne, Simpson and Speers. M.J. Kane acquired land on assignment, including some of M.J. Day's land. Agent J.P.G. Day had power of attorney over the land acquired by one purchaser, Emile Bourassa, and paid an instalment on the land bought later by S.S. Simpson's wife. Auctioneer Simpson acquired partial interest in as many as 12 quarter sections, via assignments and partial payments.

Champagne, Simpson and Speers offered to buy any unsold land at $2 per acre, according to a letter from Day to the Department on June 18, a few days after the sale. White offered $3.10 per acre for the unsold land in a letter written directly to Pedley on July 23, 1906 (NA, RG 10, vol. 4313, file 271234).

The second auction, November 4, 1908, was also poorly attended, and again E.H. White bought land, as did an Alexander M. Speers. Bennett again obtained assignments for much of the land sold. The auctioneer was Thomas Leckey, an employee of the Champagne, Simpson and Speers firm. The third auction, also handled by Day, was held June 16, 1909, with George Walton of Winnipeg as auctioneer. Only a few people attended, and no one bid on the land. Day offered to sell the land after the sale privately; Walton was also of the opinion that it could be sold privately (NA, RG 10, vol. 4313, file 271234).

The last auction was held June 1, 1910, after the Department repeatedly ignored private offers to buy the land. The sale was held in conjunction with the Moosomin/Thunderchild sales, and the average price for sales was $3.87 an acre. E.H. White again bought land, as did M.A. Simpson, wife of S.S. Simpson. The latter land was eventually assigned to the wife of the farming instructor at the Battleford Agency, Robert Jefferson.

It should be noted that the pattern of several auctions seems to indicate the lack of a market for the land. There were repeated offers at low prices which the Department ignored in favour of a competitive auction. Even with the auction, however, the land was bought by speculators with local connections, including both the auctioneer and the Indian Agent. Both White and Bennett were involved with the land purchasing at White Bear and Chacastapaysin.

CARRY THE KETTLE IR 76

Surrender of 1905

The terms of the 1905 surrender were written into the surrender document, with the exception of Agent Thomas Aspdin's proposal by letter for a prorated distribution to Indians who did not farm. The terms included those discussed with Inspector William Graham on March 30, a month before the surrender meeting:

- Nine sections of the reserve were to be surrendered for sale.
- From the proceeds, $1200 would be used to pay off a debt on the threshing outfit.

- The Department should be reimbursed for money spent to buy wire for a pasture fence.
- Lumber was to be purchased to build a shed to house the threshing machine.
- The proceeds were to fund the difference between the sale of the old engine and the purchase of a new one.
- Daniel Kennedy and one or two others were to be paid compensation for improvements on the surrendered land.
- The balance of the money was to be funded for the benefit of the Band, and managed by the Department in its best interests.

There was no mention of food and clothing for the elderly.

Inspector Graham, in his report to Secretary J.D. McLean which accompanied the submission of the surrender documents and Aspdin's letter to the Department, recommended against Aspdin's request for prorated distributions to non-farming Indians, on the basis that they could choose to farm if they wanted to. He also suggested that the "very old" could be provided with some funds, at the discretion of the Department, as envisaged in the last condition of the surrender document (letter of May 6, 1905, NA, RG 10, vol. 4001, file 208590-1). The Order in Council of May 23, 1905 (PC 940/1905), which accepted the surrender on behalf of Canada, made no reference to the Land Regulations; therefore, the regulations would have been in force regarding sales.

The reserve was subdivided for sale in the summer of 1905 by J.K. McLean. The upset prices he imposed ranged from $4 to $8 per acre, much as Graham had predicted in his report on the March 30 meeting. In his report to DSGIA Frank Pedley on September 11, however, McLean predicted even higher sales prices, given the prices in the surrounding area (NA, RG 10, vol. 4001, file 208590-1). The auction was set for February 14, 1906, in Sintaluta. Advertisements were placed in Winnipeg's *Manitoba Free Press*, the Regina *Leader*, the Wolseley *News*, and the Indian Head *Prairie Witness*. There were a number of private inquiries, including one from James Smart, former Deputy Minister of the Interior, writing on the letterhead of the James A. Smart Company based in Montreal. The auctioneer was Peter Smith of Wolseley. The terms of sale were one-fifth down payment, five instalments total, with 5 per cent interest to be paid on outstanding instalments. Note that the use of

5 per cent interest, unauthorized by the Order in Council, predated the December 1906 change from 6 to 5 per cent interest in the Departmental Land Regulations.

The number attending the auction was small, given the restrictions on advertising. All but two of the 36 quarter sections were sold, at or slightly above the upset values. Graham had recommended that any parcels remaining after the auction be sold independently at $6 per acre (letter of February 20, NA, RG 10, vol. 4001, file 208590-1). Only one buyer was local, and he purchased one quarter section. Most of the land was bought by five individuals: Sam Clarke, MPP from Cobourg, Ont., William A. Matheson of Winnipeg, George Hastings of Winnipeg, Dr J.S. Matheson of Brandon (the brother of a Sifton associate, R.M. Matheson), and Peter Mitchell of Brandon. Hastings and W.A. Matheson were grain dealers, Peter Mitchell was a hardware dealer, and J.S. Matheson was a physician.

The remaining two quarter sections were not sold until the 1920s in spite of repeated offers. A value of $18 per acre was placed on the land in 1921, but the land was sold for a lower price (NA, RG 10, vol. 6619, file 102A-1-9, letter of W. Graham to D.C. Scott, October 20, 1921).

Both Peter and Samuel Mitchell went into arrears with payments, but the transactions were eventually completed. Two purchases made by Peter Mitchell were cancelled in 1920 and then reinstated; Mitchell had already sold the land. The person who intervened on his behalf was Arthur Boyer, JP, of Montmartre, who had been handling local sales/assignments (NA, RG 10, vol. 4001, file 208590-1; see also vol. 6619, file 102A-1-7).

Controversies arose over the years regarding the terms of the surrender. James Jack, Daniel Kennedy, and the Saulteaux all asked for compensation for improvements. Three claims, all in Surveyor J.K. McLean's writing and witnessed by him and Aspdin, were submitted on behalf of these three men in September 1905 asking for compensation at the rate of $5 per acre. Graham wrote in support of these claims on November 30, 1905, and was told that no money could be paid until the land was sold. Cheques were authorized on February 27, 1906, after the sale (NA, RG 10, vol. 4001, file 208590-1).

Band members continued to press for per capita distributions, believing that they had been so promised. On April 8, 1907, Commissioner David Laird submitted a petition to Headquarters, signed by 26 band members, asking about the interest distributions at 3 per cent which had been promised.

In reply, Secretary McLean reminded Laird that the surrender document did not actually say that the money would be distributed, but rather that it would be managed in the Band's interest. When asked, Graham said there was no condition set that interest money would be distributed, but that the principal could be drawn upon for relief of any special cases of distribution. He recommended, in a letter of April 30, 1907, that interest be allowed to accumulate until fall, and then be used to buy rations and clothing for the old and destitute. His recommendation was approved by Laird and McLean (NA, RG 10, vol. 4001, file 208590-1). Obviously, the Band and Graham understood the discussions differently.

The issue of per capita distributions continued to be raised. The next agent, W.S. Grant, pushed for an accounting of band funds in April 1908, three years after the surrender, but did not receive all the information he wanted. In 1909 the Conservative Member of Parliament for Qu'Appelle, R.S. Lake, inquired about the failure to make payments, pointing out that the usual practice was to make regular payments. In 1909 E. MacKenzie, the Presbyterian minister on the reserve, also sent a petition from the Band to Senator Ross. The petition stated that about $3000 had been spent on equipment, but that no other proceeds were evident. MacKenzie argued that the recent crop failure had led to a need for the income. McLean reiterated that the terms of the surrender were being adhered to (NA, RG 10, vol. 4001, file 208590-1).

Still the requests continued. In October 1914 Chief Carry the Kettle requested a prorated distribution of the capital account. The departmental reply, from DSGIA Duncan Campbell Scott, was that the Band had been getting interest distributions for two years, but the Department refused to consider distributions of the capital. A couple of months later, on December 2, 1914, the Indian Agent told Scott that the petition in his view was the result of agitators on the reserve, and did not necessarily represent Band sentiment. His letter also referred to retaining interest payments to buy seed grain (NA, RG 10, vol. 4001, file 208590-1). Another petition came in 1916, signed by the Chief and 26 band members, stating that they had not received any distributions and did not believe that the surrender had been in the best interests of the Band.

ALEXANDER IR 134

Surrender of 1905

The terms of the 1905 surrender of Alexander IR 134, attached in a handwritten addendum, included those agreed to in earlier departmental negotiations: a planer, shingle mill, fence and gates, and horses; "that out of the proceeds of the sale and the investment thereof a reasonable proportion of the cost of maintaining the sick, old and disabled members of the Band should be paid, as well as the cost of maintaining the horse ranch and repairing and keeping the fence and machinery in a good state of preservation." Other items were added in the document: 13 teams of work ponies, 15 wagons, 15 sets of harness, 8 mowers and rakes, and 12 breaking plows, plus up to $500 for draining ponds and lakes. In a letter to Commissioner David Laird on January 1, 1906, Inspector J.A. Markle defended this on-site negotiation, admitting then, and again in 1912, that he added the conditions at the time. According to Markle, at least some of these requests seem to have come from the Band. Markle also said in his letter than he had not clarified to band members that these stock and implements would be band, not individual, property (NA, RG 10, vol. 6666, file 110A-3 -1). Order in Council 93/1906 of January 26, 1906, accepting the surrender, stated that the sales would be made without reference to the Land Regulations of the Department.

There is controversy about whether the cumulative value of these promises exceeded Markle's authority at the time of taking the surrender, and whether he exceeded the statutory limit established in the *Indian Act* in offering more than 10 per cent of the "proceeds" of the sales as an immediate benefit. The latter issue depends in part on how the requirements are interpreted and how both benefits and sales are valued. According to the Specific Claims Branch (SCB) 1992 report (30-8), some of the expenditures are not reflected in the Department's records. For instance, the purchases of the promised planer and shingle mill do not show up as expenditures, nor do those of the mares and stallions. Other provisions, such as the fence, were met. Money was spent on the sick and disabled, but it is difficult to assess what portion this represented of general band expenditures for medical care.

In the summer of 1906 Surveyor J.K. McLean subdivided the reserve into quarter sections; he also suggested upset prices ranging from $3 to $10 per acre. The public auction was set at Edmonton for October 3, 1906. The auctioneer was Robert Smith of Seton Smith, Edmonton.

Advance notices were sent to Liberal newspapers in Winnipeg, Fort Saskatchewan, Strathcona, and Edmonton. They were also sent to those who made inquiries, including F.W. Grant, and of others who were identified as potentially interested. They included Pedley's former law partner, A.C. Bedford-Jones; Sifton's business associate, A.W. Fraser; James A. Smart (who had left the Interior and Indian Departments by then); and James Playfair, Grant's associate in Midland, Ont.

According to the recommendation of William Orr of the Lands and Timber Branch, the sales were to be paid in five instalments with interest payable at 5 per cent. Sixty-nine parcels were sold. Sales averaged around $6 per acre, meeting the upset prices. Minister of Interior Frank Oliver, in submitting the surrender to the Governor General in Council for approval on January 15, 1906, had asked that the 1888 Land Regulations be waived. There were no restrictions governing the amount of land that could be purchased by individual buyers, or occupation and improvement (NA, RG 10, vol. 6666, file 110A-3-1).

Seventy per cent of the purchases were made by Charles W. Bacon, Joseph R. Miller, William Addison Wood, and Patrick Owen Dwyer. Miller was a salesman based in Toronto, who also made extensive purchases at the Pasqua sales. His address for these sales was listed as 92 College Street, and his occupation as "Commission Agent" suggests that he may have been purchasing on behalf of a firm. Dwyer's address was listed as the Alberta Hotel, Edmonton. His occupation was listed as "gentleman," as was Bacon's; Wood was listed as a CPR agent. Three quarter sections were bought by Frederick W. Grant (see discussion of the 1906 surrender of Michel IR 132 below).

One of the purchasers of smaller amounts was Patrick O'Driscoll, who assigned his rights to his quarter section to J.J. Anderson, on January 19, 1911. Anderson was the manager of the Edmonton Branch of the Union Bank of Canada and the son-in-law of Frank Oliver. Anderson also got an assignment in 1911 from William and Hugh Rigney for a fractional section in the same township. He paid in full for the land, got the patent and titles, and then transferred the land to Frank Oliver in 1914. Oliver in turn sold the land in 1923, allegedly at a profit. Oliver was no longer Minister of Interior/Indian Affairs at the time of the transfer.

It appears that the land sales clearly favoured speculation in this case. No link has been made in the record between the demand for lands (other than the general movement to open reserves during this period) and the speculators who obtained the land by auction. The surrender and auction allowed for payment to be made in ten instalments at 5 per cent interest, even though the surrender and sale predated the December 1906 change in the Land Regulations. Under the regulations in force at the time, interest on instalments was set by regulation at 6 per cent.

MICHEL IR 132

Surrender of 1906

The terms of the 1906 surrender of Michel IR 136 included:

- The land was to be sold for a minimum price of $10 per acre.
- The moneys were to be used to purchase 20 horses, 9 sets of harness, 5 waggons, 8 plows, 2 sets of bobsleighs, 2 mowers, 2 rakes, 3 harrows, 1 cook stove, 1 [illegible] mill.
- These items were to be the common property of the Band.
- Four men were listed as being promised payment for buildings and improvements, should the improvements be found to be in the surrendered area; the amount to be paid was specified as well.

Some of the terms were handwritten by Inspector J.A. Markle, and the rest were in another hand, possibly that of Agent James Gibbons. The itemized list was in the agent's (?) writing, suggesting some pre-negotiation preparation, with changes made and initialled at the time. Markle's writing covered the details of reimbursement for improvements. Since individuals are listed with amounts, these arrangements may have been important to concluding the agreement; these four individuals are among the seven who signed the document. Some corrections were initialled by the Chief.

The land surrendered on June 22, 1906, was promptly subdivided by Surveyor J.K. McLean. Most of the land was valued at between $9 and $15 per acre; the prices below $10 had to be disregarded at sale because of the $10 minimum specified in the surrender. The sale was set for Edmonton on November 14, 1906. Unsold lands from the 1903 surrender were revalued by McLean, mostly at about $1 per acre above the 1903 values (Tyler and Wright 1978a, 169-71).

Notices were sent out at the end of October, directing inquiries to the dominion land agent at Edmonton and to Agent Gibbons at Stony Plain. Minister of Interior Frank Oliver then postponed the sale until December 5, and new notices were sent out, primarily to western newspapers, to those who had signed the 1905 settlers' petition from St Peter's, asking for the surrender, and to those who expressed an interest in the 1904 sale. Another group of notices went to prominent Edmonton Liberals, as identified by J.K. McLean. Inquiries were received from J.R. Miller of Toronto, F.W. Grant of Midland, Ont., P.O. Dwyer of Edmonton, and the Laird brothers of Dresden, Ont. One of the inquiries sent to Gibbons, from William McKay, noted that Gibbons had promised to mark the best land on a map (Tyler and Wright 1978a, 171-73).

The auctioneer was Robert Smith, and he was directed to alternate the sale of the eastern and western quarter sections. On December 5, all the land was sold. The western sections sold at an average price of $8.47 per acre, and the eastern sections at an average price of $12.93 per acre. The terms of sale were five payments, and 5 per cent interest on instalments. The two buyers who acquired the most land were Christopher Fahrni of Gladstone, Man. (3080 acres) and F.W. Grant of Midland (3059.6 acres). Other buyers were from Clover Bar, Edmonton, Spruce Grove, Red Deer, Villeneuve, and St Albert, all in the Edmonton area (Tyler and Wright 1978a, 175-78).

F.W. Grant had come to the attention of the House of Commons in 1905 for buying valuable Indian lands in the Georgian Bay, Ontario, area at a very low price; he then bought land at the Alexander, Samson/Bobtail, and Moosomin/Thunderchild sales. His brother, George D. Grant, was a law partner, and a Liberal Member of Parliament from 1903 to 1908. F.W. Grant was well connected to both the Liberal and the business community in Ontario. One of the individuals who conveyed information and payments between Grant and the Indian Department was Manley Chew, who was in the lumber business and was a Liberal elected in the constituency of Simcoe East in 1908. Grant was known to speculate in lands near railways and townsites. After the sale, he sent a telegram to Secretary J.D. McLean suggesting that he get the same auctioneer for the upcoming Cote sale, showing that he was aware of the chain of sales (Tyler and Wright 1978a, 178-81, 187). In addition, papers retrieved in the 1980s from Grant's law firm reveal that Chew had forwarded many of the plans and advertisements to Grant; upset prices written in the margins suggest a leak from someone in the know, possibly a departmental official. Grant later revealed that he had bought the land on behalf of a syndicate, but the only names that appear regularly in correspondence are James Playfair and D.L. White.

The other major purchaser was Fahrni, who was not known at other Indian land sales, but seems to have speculated in land elsewhere.

Both Grant and Fahrni were delinquent in paying instalments. Grant used Chew to help pressure the department to keep the account in good faith, despite lack of payment. When the Liberal administration was defeated in 1911, he used Conservative connections to prolong his account. With D.L. White and James Playfair, he eventually paid for some of the parcels, but at least six of the sales to him were cancelled in 1927, 20 years after the original auction.

The cancellation of the sales to Fahrni in 1910 was made public in the 1915 Ferguson Commission report. Fahrni did not pay beyond the first instalment. The first notice of cancellation of the sale, if payment was not forthcoming, went out in January 1910. When no payment was made, Frank Oliver intervened to give Fahrni a new deadline: he was to pay an outstanding account of $22,908.26 within less than ten months, providing outstanding interest was paid in 20 days. When this was not done, DSGIA Frank Pedley cancelled the sales. None of the other five buyers who had failed to make payments by 1910, including Grant, had their sales cancelled.

The cancellation was then rescinded, and Fahrni was approached by J.J. Anderson, manager of the Union Bank of Canada, to buy the land. On June 3 Anderson asked Secretary McLean about the land bought by Grant and Fahrni, but his letter was received after the June 7 unsolicited reinstatement of sales. Anderson then bought the land from Fahrni. Anderson paid for the land and received title, then transferred it to Oliver in 1914 and 1921. Fahrni's son, Stanley, later accused Oliver of conspiracy; he said that his father had been approached by Anderson before he received notice of reinstatement, and had been anxious to recoup some of his investment, not knowing of Anderson's connection to Oliver. Fahrni alleged that Anderson received the land at one-quarter of its real value (Tyler and Wright 1978a, 191-97).

Other buyers from the Alexander and Michel sales were approached by Anderson as well, and eventually Oliver had title to 26 quarter sections, for which he had paid $34,770.75; Anderson estimated the value in 1914 at approximately twice that amount. Oliver then used some of this land, 16 parcels, as equity for a mortgage with the Saskatchewan Savings and Trust Company, owned by the Sifton family. The land was transferred to the Trusts and Guarantee Company in 1924. Some of the remainder stayed with Oliver's family, and some was sold (Tyler and Wright 1978a, 197-200).

THE PAS IR 21A

Surrender of 1906

The surrender taken on August 21, 1906, contained terms and conditions that Inspector S.R. Marlatt filled in before the meeting (assuming there was one) and took to the Band. Commissioner David Laird, in forwarding the document to DSGIA Frank Pedley, expressed disapproval of some of the conditions, but he did not specify which ones. Of the 500 acres surrendered, it was stipulated that

- Two acres, the site of his present holdings, were to be acquired by John H. Gordon, trader, at the rate of $50 per acre.
- Two acres were to be sold to Gideon Halcrow, manager of the Hudson's Bay Company store at The Pas, at the rate of $50 per acre. (Halcrow served as the JP who took the affidavit.)
- Two acres of the site occupied by Joseph Buck were to be sold to Arthur LaRose, medical attendant at the Agency, at the rate of $50 per acre.
- The North West Fish Company of Winnipegosis, Man., was to be allowed to purchase, at the rate of $250 per acre, 150 feet of frontage by 100 feet in depth on the Pasqua River.
- The Chief, Antoine Constant, was to receive a one-half acre free deed, on the site of his residence.

The document specified that not less than 10 per cent of the moneys realized from the sale be distributed pro rata to the band members, and that a sum be advanced to pay for improvements; "further that any conditions or stipulations herein contained and not completely described in this surrender to be finally settled by Inspector of Indian Agencies S.R. Marlatt acting on our behalf, further the members of our Band at present residing on that portion of the reserve now surrendered shall vacate the land not later than the First of August 1907." In his letter forwarding the surrender, dated September 25, 1906, Marlatt amplified the terms. The deed to the Chief, for instance, was without prejudice to his treaty rights. The 10 per cent distribution was a minimum; he recommended a distribution of up to one-third of the proceeds. He also said that he could not have gotten the surrender without the inclusion of his personal promise to the Band (NA, RG 10, vol. 3566, file 82/31).

Just a few days after Laird forwarded the surrender, a letter was sent to Laird by the Reverend J.R. Settee, CPS, which had been written to him and signed by Chief Constant and councillors Norman Lathlin and David Cook. The letter protested the surrender and the "doings and management" of Marlatt. "We do not believe that the Indian Department would conclude to make such an arrangement by the irregularities and workings of the Inspector." On November 5, 1906, Laird wrote to Fred Fischer, Agent at The Pas, asking him to investigate the letter; the marks of the Indians had not been witnessed, he said. The day after Laird's letter, November 6, the Order in Council accepting the surrender was passed. There is no indication of any response to Marlatt's proposal of a one-third distribution.

Fischer did not answer Laird's letter until December 8. He had spoken with the Chief, who said that he had been requested by Settee to sign the letter and had refused. He alleged that Settee had written the letter and forwarded it without their signatures; Constant had no complaint about the surrender, he had told Fischer (NA, RG 10, vol. 3566, file 82/31).

By the fall of 1907 Marlatt, who had promised to monitor the fulfilment of the conditions, had resigned. Agency Clerk Fred Fischer asked whether the Indians could stay on the reserve longer, given that there was no townsite development, but Assistant Secretary Stewart replied on October 26, 1907, that the Indians had been well informed of the need to move, and that they should not postpone doing so any longer. Since the railway had not yet reached The Pas, there had been no sale of townsite plots. He said that the Department was contemplating sale to certain individuals who had claims to special consideration. The Canadian Northern Railway had not yet paid for the right of way, and would not do so until January 1908 (NA, RG 10, vol. 3566, file 82/31; vol. 3561, file 82/31).

In December 1907, Assistant Indian Commissioner J.A.J. McKenna, having recently visited the Agent, wrote to Secretary J.D. McLean on behalf of the Band; the Chief had told him that the Band had been promised half the proceeds. McKenna had explained that the surrender had provided for only one-tenth; McKenna also told them he "did not believe that the Department would depart from the terms of the surrender, which was regularly made with their full knowledge and consent." In any event, no land had been sold (NA, RG 10, vol. 3566, file 82/31).

In the fall of 1908, a distribution of $513.80 from the sale of town lots was finally made. Another, of $496.00, was made in February 1909. That November another payment was made. These payments represented 10 per cent of the incoming payments on sales, not the usual 3 per cent on capital funds. They amounted to less than $2 per capita; in a meeting held on reserve on August 21, 1909, the third anniversary of the surrender, people pointed out to the new Inspector, S.J. Jackson, that they had been promised $10 per capita on the sale of the town lots. They asked for 50 per cent of land sales revenue in the form of per capita payments (NA, RG 10, vol. 4025, file 292870-1A, Jackson to McLean, November 1, 1909).

In 1911 Clerk Fischer once again reported on behalf of the Band that it was dissatisfied with the proceeds. In another meeting with Inspector Jackson, the Band alleged that Marlatt had explained that the *Indian Act* was under revision at the time the surrender was taken, and that, should the maximum advance be raised above 10 per cent, the Band would receive a larger distribution. On January 7, 1910, Secretary McLean told Fischer that although the *Indian Act* permitted such a distribution, it would not be in the Band's best interest. He offered 25 per cent as a compromise, and asked Fischer to arrange a meeting with the Band to discuss it. The discussion took place immediately, and on January 24, 1910, the Band signed an amendment to the surrender agreement. Chief Constant, the two councillors, and 28 other men signed it, before Justice of the Peace Halcrow. The amendment provided for 25 per cent distribution; the payments of 10 per cent had already been made, leaving 15 per cent yet to be distributed. Fischer then asked for an additional $1437.69 to make up the 15 per cent, even though all the sales had not been made (NA, RG 10, vol. 4025, file 292870-1A).

The sale of town lots did not begin until 1908 and proceeded slowly. Apparently there was an auction on June 17, 1908. The buyers included those named in the surrender document: Gideon Halcrow, Arthur, LaRose, and John Gordon. The Finger Lumber Company bought a number of lots, as did H.C. Beatty of Saskatoon. The president of the Finger Lumber Company, Herman Finger of Port Arthur, also bought land at the Crooked Lakes and Cote sales. He bought land, and by 1919 he was mayor, according to the correspondence on sales.

In January 1910, Pedley informed W.A. Orr of the Lands and Timber Branch that the Department would sell the remaining lots to single purchasers at an upset price, if certain conditions were met.

In February Pedley wrote to Orr again, recommending that Fischer make individual sales, subject to the condition that buildings worth at least $1000 a year be erected within a year. The purpose of this condition was to prevent speculation. The terms of sale would be payment in five instalments, with interest charged at 6 per cent. Fischer wrote in March to say that the terms were too steep for some potential buyers. He also asked if buyers wanting to buy two adjacent lots would have to put buildings on both. Orr then recommended to Pedley that the condition be reduced to $500, and that a limit of four lots per purchaser be enforced (NA, RG 10, vol. 4025, file 292870-1A)..

In 1912 the Band was asked to pay $2000 out of its capital funds to pay for clearing timber off the townsite; they were told that this improvement would increase the land values considerably. This action was approved by Band Council Resolution on May 21, 1912, after two meetings; Fischer reported that he had had great difficulty persuading the Band to agree. Councillor David Cook was particularly opposed (NA, RG 10, vol. 4056, file 386,990). In 1913 another Band Council Resolution was passed to put all the unsold lots on the market as soon as possible. Inspector Jackson supported the Band in this request, and finally in May 1914 an auction was held at The Pas, but only one in eight lots sold. The valuations were lowered in 1919, and another auction was held in July. Again the results were disappointing. Finally, in 1966, unsold lands were returned to reserve status.

Note: There is extensive correspondence on whether streets and lanes were included in the 1906 surrender and Order in Council. I have not covered this issue. The detailed history of lot sales is also omitted.

COTE IR 64

Surrender of 1907

The surrender of June 20, 1907, of Cote IR 64 included these terms:

- surrender of 10,740 acres
- payment of $87 per person at time of surrender, approximately one-fifth of the purchase price, estimated at $10 per acre
- owners of improved lands to be compensated at a rate of $5 per acre on estimated areas, payable four months from date of surrender

- owners of buildings also to be compensated within four months, at values fixed by the Department. Owner could remove buildings.
- interest money to be funded for children aged 12 to 18
- the land to be advertised and sold by public auction in parcels of one quarter section or less

There was no mention of reconstitution of acres from the first surrender, or of interest moneys from capital. Order in Council PC 1886/1907 accepting the surrender, passed August 21, 1907, permitted the sales to be made notwithstanding the Land Regulations. The Orders in Council reconstituting the 6613 acres were not passed until 1916 and 1963, when an attempt was made to return land surrendered in 1913 and 1914. In the meantime, however, the Band had use of them.

The land from the 1907 surrender was put up for sale on June 24, 1908, in Kamsack. The terms were 10 payments at 5 per cent interest. Advertisements were placed in early April in Liberal papers only in Regina, Moosomin, Brandon, Dauphin, Portage la Prairie, Winnipeg, and Toronto. Those receiving information included local people, MPs, and speculators. The Manitoba and Western Land Company, for instance, was on the list of those notified, as was H. Atkinson from New Brunswick, J.G. Turiff, A. J. McPherson of Stratford, Ont., E.L. Cash (the local physician and MP), Sam Clarke of Cobourg, and Theodore Burrows, MP. An additional handwritten list dated April 21, 1908, listed James A. Smart, A.W. Fraser, F.W. Grant, Thomas Martin, MP James Armstrong of Edmonton, and other names that are not legible (NA, RG 10, vol. 4036, file 314039-1).

Physician E.L. Cash was asked by Dr Wallace, who took the affidavits for the Cote surrenders, to have an 80-acre block of the surrendered land next to Kamsack divided into five-acre lots for residents who could not afford the Canadian Northern Railway townsite lots. Wallace noted that he was willing to pay $500 for five acres in town, which would still be cheaper than what he would have to pay railway promoters William Mackenzie and Donald Mann. Cash discussed this proposal with Minister of the Interior Frank Oliver, and W.A. Orr recommended that the subdivision take place, cutting 80 acres into eight blocks of nine acres each and the upset price increasing from $30 to $500 per nine-acre block (NA, RG 10, vol. 4036, file 314039-1).

Inspector W.M. Graham was asked to take charge of the sale, and he was given the plans and upset prices in mid-May. DSGIA Frank Pedley advised him that the prices were confidential, and that the value of improvements should be added to the selling price. Remington Walker of Kamsack was auctioneer. A total of $8968.28 was realized from the sale. Graham reported that the sale was well attended, the prices were high, and many buyers were local. Fifty-seven of 96 portions of land were sold, 36 at the upset price, and 31 at more than the upset, averaging $10 per acre. Agent Blewett was authorized to sell the remaining land at upset value to the first applicant. Another auction was held June 7, 1911 (NA, RG 10, vol. 4036, file 314039-1, Orr to Pedley, July 14, 1908).

The buyers included

- Herman Finger and William McBrady of Port Arthur, Ont., who bought land at several Indian land auctions
- Herbert Awrey, the Department clerk in Ottawa, who bought land at Michel
- Reverend Mr McWhinney, principal of Crowstand school on the reserve
- R.A. Wyllie of Winnipeg and William Sykes of Mitchell, Ont. (major purchasers)
- local people William Ross, Dan Konkin, J.G. Hallson, Theodore Miles (substantial purchasers)
- Charles Reid of Chapleau, Ont. (several parcels)
- Dr J.I. Wallace (bought nine-acre lot)
- Dr E.L. Cash (made repeated efforts to have the remaining lands sold to his local associates)
- A syndicate organized by Mr Harry Beatty of Saskatoon (who also bought land at The Pas).

(Some of the members of the syndicate withdrew and later obtained at a lower price, a parcel of land desired and first bid on by Beatty. Beatty complained that Graham auctioned the parcel a second time. Graham claimed that Beatty had failed to come up with the original down payment, so the land was put up for sale again and some members of Beatty's syndicate bought it. E.A.W.R. McKenzie made a complaint against Graham, but the Department defended Graham's actions. McKenzie, a local Liberal, was the individual whose complaints in 1900 about Agent Jones's failure to use patronage merchants helped lead to Jones's removal. Dr J.I. Wallace also seemed to have been involved in the syndicate.)

Miles and Wallace were part of the Kamsack Land Company at the time, along with several other merchants and professionals of Kamsack, including Agent William Blewett. It is possible that this was Beatty's syndicate, but Beatty himself was not a director of the Kamsack Land Company.

There were complaints from the Band over the years about non-payment of funds, which they needed to pay off debts. These complaints related to all three surrenders. On March 18, 1908, for instance, Headman James Singuish wrote on behalf of the Band to complain about the government's failure to live up to its obligations; he asked Assistant Commissioner McKenna to come in person to discuss it. Blewett alleged that the letter was fabricated by the ex-Chief, and was simply a scheme to get cash (NA, RG 10, vol. 3561, file 82/1).

Blewett wrote again on April 6 about further complaints about the outstanding second payment from the 1905 surrender, and suggested that this payment should be used to buy a traction engine. Graham replied on April 16 that he had told the Band that all payments on the 1905 surrenders were to be cancelled, and that a traction engine was unnecessary; the engines were not needed at other agencies, where more grain was grown. The Band was so informed.

These complaints were tied to the request of some band members to move to a new reserve site; to the displacement from newly cultivated land; and to demands from creditors. By 1909, when the next land sale still failed to produce enough money to repay advances and pay interest as well, the Band threatened legal action, claiming it had not understood at the time of surrender that the payment of interest was conditional on repaying these advances. Kamsack townsite sales were being funded, and band members wanted not only interest but capital from these sales. When Blewett complained in 1909 about the debt load and requested use of funds to pay merchants, he was told that the Indians should get the money from sales of cattle and grain. Eventually they were allowed to vote money from capital to pay the debts. By 1911 Inspector Graham was alleging that, by not paying interest on the sales from the 1907 surrender, the Department was not fulfilling its obligation (see Tobias nd,18-25).

Note: An accounting of capital and interest cannot be done here, but it is worthy of note that the band members did not feel that the government was living up to the terms of the surrenders as they understood them. Meanwhile, demand for land in the district was increasing, and the Band made two further surrenders, in 1913 and 1914. The result of these surrenders was such destitution that much of this land was returned to the reserve over the following two years (see Tobias nd, 25-26).

COWESSESS IR 73

Surrender of 1907

The terms of the surrender of January 29, 1907, for 20,704 acres stipulated that one-tenth of the proceeds from sale would be distributed, and the remainder would be funded, minus the usual Land Management fee. This one-tenth (or an estimate based on $6 per acre) would be paid at the time of the surrender, and, if the sales brought more than $6 per acre, the balance would be distributed to the Band after the sale.

Owners of improved land were to be compensated at the rate of $5 per acre, and the amount was to be paid, based on estimates, at the time of the surrender, with the "balance, if any, paid after surveyor determines actual areas." Owners of buildings were to be compensated, although the buildings could also be removed. Children between the ages of 12 and 18 years were to have their shares funded after the first payment. Finally, the document specified that the land should be advertised properly and sold in due time by public auction.

These were virtually the same terms as were signed by Kahkewistahaw, except that Cowessess was to receive one-tenth down, and Kahkewistahaw one-twentieth.

The surrender was accepted by Order in Council PC 409 on March 4, 1907. The document specified that the land was to be sold according to the Land Regulations, with the exception of Section 3 as to settlement duties. The land was subdivided by J. Lestock Reid in May 1907 with upset prices ranging from $4.50 to $9.00 per acre, with an average of $6.88. The sale was delayed because of problems deciding the status of the irregular trails, previously surrendered. This delay was against the wishes of the Band, as expressed in the surrender discussion and provisions. The issue of compensation posed by Gaddie (and by Zac LeRat) was played out during this period also.

The auction of the Kahkewistahaw and Cowessess lands was set for November 25 and 26, 1908, with Joseph L. Lamont of Whitewood as auctioneer. The buyers were to pay in 10 instalments, with interest charged at 5 per cent. The sale was to take place in Broadview; there is no list of newspapers in which it was advertised, but notice appeared in the Regina *Leader*. Notices were sent to 74 individuals. In addition to many local people, notices went to MPs J G. Turiff, A. Zimmerman, Uriah Wilson, R.S. Lake, and E.L. Cash; departmental employees Matthew Millar, David Laird, and W.M. Graham; private individuals E.H. Wilcox of England, G.H. Burnett of Saint John, NB, C.W. Graham of Winnipeg, F.W. Grant of Midland, Ont., W. McBrady of Port Arthur, Ont., James Smart of Montreal, A.C. Bedford-Jones, the Luse Land Co., H.C. Beatty of Saskatoon, James Playfair of Midland, and A.W. Fraser (NA, RG 10, vol. 3732, file 26632-1).

Inspector Graham was placed in charge of the auction. He reported on November 26, after the second day of the auction, that about 150 people had been present, a surprise given that it was a poor year for crops. One hundred and ninety-nine of 322 parcels sold, at an average of $7.15 per acre, just slightly above the upset values. Thirty-seven sales were made at precisely the upset value. A second sale was held on June 15, 1910, and all parcels offered for sale were sold.

The pattern of buyers was interesting. At least four departmental employees bought land:

- Alice Tye, William Graham's secretary. Her brother, Howard, also bought land.
- Matthew Millar, Agent. He complained to the Department in 1909 about the poor quality of the land he had bought, and that he had been misled.
- Harry Cameron, interpreter and teamster. He had been a witness to the surrender.
- H.N. Awrey, clerk in Ottawa.

Millar's complaint the year after the sale was that, although he was familiar with the land before the sale, he was still surprised at the quality, saying he had been misled by Reid's description. He wanted to exchange his land for land elsewhere. The matter was referred to surveyor J.K. McLean, who wrote on October 20, 1909, that it had been Millar's responsibility to view the land, and that, in any event, it was doubtful whether Millar, as an Agent, had any right to purchase without permission (NA, RG 10, vol. 3732, file 26632-1).

A group of businessmen from Ontario and Winnipeg bought land. The purchases were made on behalf of this group by William Alfred Kenning, a real estate and financial broker in Winnipeg:

- Thomas D'Arcy McGee, of Thomas Ryan Brothers, shoes and boots, Winnipeg. (This might be the same Thomas McGee who had worked in the Edmonton Agency as a miller.)

- George and Henry Stewart, of Stobart and Sons, Winnipeg
- W. J. Kenning, Guelph
- Ernest Kenning, Guelph, cabinetmaker
- Edward Thomas Kenning, Galt, Ont.

Other purchasers were

- Judge James T. Brown of Moosomin. (He also bought land at the Moosomin/Thunderchild sales.)
- S.C. Simms of the Field Museum of Natural History, Chicago. (He bought two quarter sections.)

Another group of speculators, apart from the Kenning group, were those Americans associated with the Western Canada Colonization Company (WCCC), a firm based in both Winnipeg and St Paul, Minnesota. The purchases at auction were made by the WCCC, by C.H. McNider of Chicago and Mason City, Iowa, and Nicol Halsey. Halsey bought on behalf of himself and the WCCC; he was a director of the latter company. McNider did the same, although he was not on the board of WCCC. Both men bought on behalf of the North West Land and Trust Company, of Chicago, Peoria, Ill., and Emmetsburg, Iowa. A William J. Holohan, also of Mason City, Iowa, was involved as well.

The transactions here are very complicated. Halsey, on the WCCC executive, bought some land for himself, and some was bought by WCCC. The greatest amount of land was bought by McNider. Some of his land was first paid for by the North West Land and Trust Company, and, after 1911, both McNider and Halsey had their payments made by the WCCC. McNider assigned some, but not all, of his land to WCCC. They were obviously selling their rights to the land. W.H. Collier of Peterborough, Ont., bought an assignment of 42 quarter sections in 1911 from the WCCC. The lands were not properly assigned, and in 1913 Collier launched legal action against the company. Meanwhile, much of this land had been reassigned to Francis Atherton Bean. Bean was from Minnesota, but had apparently picked up several properties in Saskatchewan and Manitoba. His payments were made through the Toronto firm of Blake, Lash, Anglin, and Cassels; apparently he was a long-standing client. The firm alleged that Collier had not exercised his option to purchase and had lost his rights. Bean, represented by Percival Gordon of Regina in the Saskatchewan court action, was a co-defendant in the action initiated by Collier over the improper assignment. J.N. Fish of Regina acted for Collier. Apparently the matter was settled out of court in 1913.

A third partnership buying land was that of William McBrady, who had been sent a notice of sale, and Herman Finger, both of Port Arthur, Ont. Finger was known to have purchased land at Cote and The Pas; he was president of the Finger Lumber Company of The Pas and later settled there. He also bought land in partnership with Archibald McGillis. Not much is known about them at this time.

In 1909, Inspector Graham wrote to McLean on behalf of one of the buyers, Ernest Paget, an individual apparently well known to him. Graham reported on Paget's ill health, inability to farm, and need to extend the time of payments (NA, RG 10, vol. 3732, file 26623-1).

No research on accounts has been found, but it appears from a scan of records that most final payments on account were made in the 1920s. Some accounts, like that of McNider, went seriously into arrears.

Various issues surfaced in the wake of the surrender, including the controversy mentioned above over Gaddie's reimbursement. Most of the compensation for buildings and improvements was paid soon after the surrender. The distribution of interest from the capital generated by land sales was contentious, given the late auction and deferred payments. The Band repeatedly asked for an accounting of its finances, and only after the 1911 delegation to Ottawa, on which the Band was represented, did it receive an accounting. The Band then hired a lawyer, J.W. MacDonald of Broadview, to represent it. MacDonald asked why 10 per cent of proceeds went to the land fund, and he asked other questions about capital and interest. He raised the issue of why the Band was being asked to pay for medical attention, when he understood this was a treaty obligation. The Department refused to deal with the lawyer and contacted the Agent instead. In consequence, Millar was instructed in 1911 to tell the Band that the Land Management fee went to pay the expenses surrounding the disposal of land; he also said that the government did not feel obligated to pay for expenses that the bands could pay for themselves. The Band's dissatisfaction continued, however, and ten years later the Band hired another lawyer to press its claims. Again the lawyer was ignored.

Over the years, Millar asserted that the per capita payments were beneficial in paying off debts and in supporting the elderly. He did remark in 1910, however, that the loss of hayland had forced the Cowessess people to sell off some of their cattle (see Tyler nd, 119-29). Millar was fired in early 1914 when economic conditions on the Crooked Lakes declined. He was accused of neglect, of not moving his family from Moosomin, and of failing to assist in looking after the livestock (NA, RG 10, vol. 1129, memo of January 19, 1914).

FISHING LAKE IR 89

Surrender of 1907

The terms of the 1907 surrender of Fishing Lake IR 89 included, by handwritten notation:

- an annual distribution of the interest, at 3 per cent, on money arising from the sale of the land
- payment of $100 per head at the time of the taking of surrender
- compensation to owners of improved lands within four months from the date of surrender, at $5 per acre
- owners of buildings to be compensated on the same schedule, based on valuations by an officer of the Department
- the land to be advertised and sold in due time by auction

The Order in Council (PC 1986/1907) accepting the surrender, dated September 7, 1907, set the authority for the disposition of land "notwithstanding" the Land Regulations (NA, RG 10, vol. 6704, file 121A-3-2).

Surveyor J. Lestock Reid subdivided the reserve for sale and provided upset prices: "In making the valuation I have been guided by prices asked by the different Companies holding lands in this district, and sales already made, the position of the quarter sections and their natural features." He placed a high valuation, $40 per acre, on the land by the Kylemore rail siding, on the basis of its being a good potential townsite. The rest of the upset prices were primarily in the $13 to $17 range (NA, RG 10, vol. 6704, file 1221A-3-2, Reid to McLean, January 18 1909). On January 26 Chief Surveyor Bray asked DSGIA Frank Pedley whether the Department could assume that the Kylemore siding would not be moved, and there would in fact be townsite potential. The $40 per acre valuation for two half sections was approved by W.A. Orr, Lands and Timber Branch, and a date for a public auction at Wadena was set for June 23, 1909, almost two years after the surrender (NA, RG 10, vol. 6704, file 1221A-3-2).

John McPhail of Wadena was appointed auctioneer. The terms of sale were for 10 payments, with 5 per cent interest charged on the unpaid balance. Inspector William Graham was asked to take charge of the sale. In a letter to Pedley dated June 6, 1909, Graham maintained the upset prices were at least 40 per cent too high; he doubted that they could get such prices at sale even five years hence. This opinion applied to the sale of Little Bone lands at Yorkton, to be auctioned June 16, as well (NA, RG 10, vol. 6704, file 1221A-3-2).

Graham reported on June 24 that the prices had been too high and that only eight of the 87 parcels were sold, in spite of good attendance. The average price per acre was $13.12. The Department received inquiries from Charles Peterson of Lillyfield, Man., and from C.W. Minis of Manitowaning, Ont., about buying additional lands (NA, RG 10, vol. 6704, file 1221A-3-2). John H. Spence of a cigar firm of Brantford, Ont., wrote to Secretary J.D. McLean on May 1, 1910, asking for a map of upset prices, saying that he understood the Department was now providing this to prospective buyers. (There was a J.H. Spence who was part of a law firm with C.A. Masten, Sifton's lawyer and adviser.)

The Band was concerned about the fact that interest money was not coming to it. "I have been asked repeatedly by Indians what the Department intends doing about the matter," Graham wrote to the Department on November 8, 1909. He stated that the Band had been led to believe when it surrendered the land that the government would soon take steps to sell the land and use the proceeds to help band members get started farming (NA, RG 10, vol. 6704, file 1221A-3-2).

A second auction was set for June 8, 1910, at Wadena, with John McPhail as auctioneer. The upset prices were not reduced, as requested by both Graham and Secretary McLean. The sale apparently did not include 160 acres of land set aside as a townsite at Kylemore. Graham again took charge of the sale, and reported on June 10, 1910, that the land, with the exception of one quarter section bought by a local man, was bought by a Winnipeg syndicate represented by Dunbar H. Hudson of the Hudson Lumber Company, Winnipeg. Only 20 people attended; the land, over 10,000 acres, was bought at the upset price with no competition. The total amount realized was $136,780.50, one-tenth of which was forwarded to the government as a down payment. From this, the down payment made to the Band at the time of surrender was reimbursed to the government (Public Archives Record Centre, file 675/34-17, vol. 1).

Dunbar H. Hudson almost immediately began to advertise the land, through the real estate firm of Donald A. Downie (Bulmer, Downie, Reid, and Co.). He then sold the land to George Hathaway and Myron McKinnon, both merchants from Chicago, on July 3, 1911, at a profit of $7 per acre. Hathaway and McKinnon, with W.H. McKinnon of Quill Lake, established the Fishing Lake Farm and Land Company and transferred their interest in the land to the company, which began a farm operation (Tyler, Wright, and Daniel 1987, 41). W.H. McKinnon, their local connection, acted as manager. The original solicitors for McKinnon and Hathaway were the firm of Hudson, Ormond, and Marlatt, including A.B. Hudson, H.V. Hudson, and E.W. Marlatt. They were replaced by Macdonald, Craig, Tarr, Armstrong, and Hughes, the firm of the Conservative Hugh John Macdonald (son of Sir John A. Macdonald and briefly premier of Manitoba).

The farming operation was not as successful as its principals would have liked, and in 1918 the Fishing Lake Farm and Land Company, along with Donald A. Downie (who may have had some financial interest in the company at this point), sold the land to the Christian Community of Universal Brotherhood Ltd. – or the Doukhobors – led by Peter Veregin. The money from this sale was used to pay the Department, which had been threatening to cancel the sale. Instead of transferring title to the Doukhobors, the Company transferred title to the land to Lulu Oakes of Chicago in 1919, and back to Hathaway and McKinnon in 1927. These two men attempted to enter into a crop-share arrangement with the Doukhobors, who had remained on the land. The Doukhobors maintained that they had purchased, not leased, the land, and a legal battle ensued (see NA, RG 10, vol. 6707, file 121B-3-4/2).

The townsite was subdivided into lots, and a value placed on the lots by Mr Reid, ranging from $30 to $120 (NA, RG 10, vol. 6707, file 121C-3-1, vol. 1, Orr to Assistant Deputy Minister, October 12, 1910). The payments were to be made in four instalments with interest charged at 5 per cent. Bulmer and Downie of Winnipeg requested the upset prices, but it is not recorded whether these were sent. A third sale was held in Wadena, again with McPhail as auctioneer and Graham in charge, on December 8, 1910, but not all the lots sold.

As early as September 1908, the Band was writing to complain about the terms of the surrender. Band members were surprised that the cattle and items bought from the surrender funds were band, rather than personal, property. The petitioners argued that they were unwilling to work hard for livestock that were not theirs; they also complained about lack of compensation for cattle killed by trains (NA, RG 10, vol. 3562, file 82/8). In correspondence in February and March 1911, the Fishing Lake people began to draw attention to the fact that they had not received payment for improvements. The Indian Agent, William Murison, said that he was not aware that he was supposed to follow up on this, but promised to so do. At the same time, band members, particularly Sabitawasis, were complaining about the Agent's management of band income, such as his placing limits on how much grain they could sell. Murison, in a letter to Secretary McLean on March 20, 1911, denied the accusations. The money for improvements was sent on April 5, 1911 (NA, RG 10, vol. 6704, file 121A-3-2). In his defence, Murison also stated that the Band was better off, and more content, than it had been in years. The first grain crop was produced in 1910, and the farming industry had begun to expand (Tyler, Wright, and Daniel 1987, 41).

PEGUIS/ST PETER'S IR 1

Surrender of 1907

Because of the complexity of the transactions, and the investigations into the 1907 surrender and its aftermath, there is extensive documentation on the fulfilment of the surrender terms. This material is greatly condensed in this discussion and divided into four subject areas: sale of the patented river lots, auction of land and payment of the one-half equity, move to the new reserve, and legality of the surrender.

The terms of the September 24, 1907, surrender were complex and detailed:

- one-half of the proceeds from sale, minus Land Management fees, to be paid to the Band within a year of the sale
- interest on the balance to be paid yearly

- at each payment, the Chief to receive an additional $10, and councillors, $6
- 21,000 acres to be divided into patented lots on the basis of 180 acres to the Chief, 120 acres to councillors and ex-Chiefs, and 80 acres to others per head of family of five, or in proportion to family size, similar grants being made to widows and unmarried men and women over 21
- 3000 acres of haylands to be set aside, with the understanding that some might eventually be patented and the Band so compensated
- new reserve site of 75,000 acres to be selected on Lake Winnipeg, with not more than 10 miles of shore frontage
- Department to survey lands to be patented, and patents to be issued after survey
- Department to advance $5000, paid at time of surrender, and reimbursed to Department from first sales of land
- rations to be issued at treaty payment time
- reasonable supply of agricultural implements to be supplied by the Department for the new reserve
- reasonable assistance in moving to new reserve, within five years of date of surrender
- reasonable assistance in building, one time only
- surrender to release lands in the present reserve from all claims of the Band and each member from any claims under the *Manitoba Act* or the *Indian Act*; each person to sign a release at the time patent received, such release not to prevent participation in benefits of sale (see Tyler, Wright, and Daniel 1979, 250-51)

These terms were accepted by Order in Council PC 3325/1907 on October 14, 1907. The Order in Council stated that the lands were to be sold without reference to the Land Regulations of the Department.

Sale of the Patented River Lots

Immediate interest was shown in the lots the Indians were granted in the surrender. The lots had to be surveyed, and lists drawn up, before the process of issuing patents could be undertaken. The haylands also had to be set aside. These delays did not stop speculators like Ernest Rayner, who had been part of the surrender party, from approaching the council and offering credit at Robinson's store (where he was manager) in return for putting up the promised lands as security. Anxious to begin the patenting process, the council was already allotting lands to band members without a survey. These proposed allotments were then sold on speculation. Fred Heap, who had represented non-Indian and non-treaty claimants before the Howell Commission, began speculating, as did William Frank, who had possession of the "Mile Square." The two men formed a partnership in January 1908 to buy land from prospective owners. George Tracy, an Englishman, used hay purchases from Indians to generate debts, which he would then agree to waive in return for rights to land allotments. He would advance money on hay, then claim that he did not need the hay, and ask the Indian to pay back the advance, thus creating a debt. The Indian Agent, J.O. Lewis, bought land on speculation as well (Tyler, Wright, and Daniel 1983b, 362-74).

This activity was halted by DSGIA Frank Pedley in January after Lewis wrote suggesting how to speed up the allocations. Pedley refused to acknowledge the land transfers, and insisted that patents would only be issued in the name of the Indian to whom the allotment was made. The delay in making the transfers was only temporary, however, as the speculators succeeded in getting Lewis appointed to help with allotments and found creative ways to make new deals. William Frank did his transactions in the Agent's office, witnessed by Lewis and a couple of paid band councillors. He and Heap had the assignments written into the applications for patent. When J.K. McLean arrived in April to begin surveying, he found that many of the allotments had already been made.

By the end of June, speculators Frank and Heap had purchased more than 5000 acres from 100 band members. They formed the Selkirk and Northern Land Company in April 1908. The investors included Alexander N. McPherson, a friend of Clifford Sifton, and Robert John Spencer, who was married to Lewis's cousin. George H. Funk, another land speculator who arrived on the scene from Iowa, was a business partner of Michael Scott of Emerson, the man who had pushed for the Roseau River surrender. He bought over 3000 acres in a few months, at an average of $4.80 per acre (Tyler, Wright, and Daniel 1983b, 374-90).

Band members varied in their response to the situation. Some were able to take advantage of the competition and get good prices, or even to sell the same land twice, but others were easily deceived into taking low prices for large amounts. Some thought they were selling only an option to purchase, whereas in fact they were selling the land. Alcohol was sometimes used to lubricate sales. The band councillors, who had assisted Lewis in the allotments, all received more land than was stipulated in the surrender document. On the whole, the payments for the lots averaged only $5 per acre, when, in 1906, right-of-way compensation for land taken from the reserve had been $20 per acre. Frank advertised his land at $27.50 per acre minimum, and received as much as $75 per acre for some of it (Tyler, Wright, and Daniel 1983b, 390-404).

By 1909, several civil suits had been launched over improprieties in sales, and some of the plaintiffs were Indians. These suits began to draw public attention to the irregularities of the transfers. Then, in late spring 1909, the Registrar General of Land Titles for Manitoba refused to issue any more certificates of title for St Peter's lands. Given the questions surrounding the nature of transactions, the province was unwilling to take the risk (Tyler, Wright, and Daniel 1983b, 461-66).

Auction of Land and Payment of the One-Half Equity

By the fall of 1908 the Band had begun to take note of the Department's failure to pay the promised $90 per capita, and the Department began to prepare for the surrendered lands to be sold at auction. Surveyor J.K. McLean placed a low upset value, less than $5 per acre on average, on these lands when he submitted his figures in September 1908 (Tyler, Wright, and Daniel 1983b, 410-11). At least $102,000 would be needed to cover the $90 per capita distribution, and the money would have to come from land sales. The practice at the time was for payment to be in 10 instalments, with interest charged at 5 per cent. Clearly this would not achieve the minimum necessary to fulfil a promise from Agent Lewis to the Chief that $15 per capita would be paid immediately after the sale. Lewis suggested using a five-payment system, and this scheme was adopted (Tyler, Wright, and Daniel 1983b, 410-16).

The sale was set for December 16, 1908. Snow cover would prevent inspection, and since the best land in the reserve had been picked up in the individual allotments, the poorer land would be for sale. The sale was advertised in Liberal newspapers in Toronto, Winnipeg, Selkirk, Portage la Prairie, and Brandon. The advertisements ran through November. Individuals requesting descriptions were sent them under Secretary McLean's direction (Tyler, Wright, and Daniel 1983b, 417).

Although over 100 people attended the sale, only 20 made purchases, and 12 of these bought only a quarter section. The Selkirk and Northern Land Company (Frank and Heap) and George and Abraham Funk bought more land, as did contractor John L. Hyland. The average price per acre was only $5.68. According to Agent Lewis, there was little competitive bidding, and much of the land sold at upset value. Not all the parcels sold, and the total amount that the Department expected to collect was $85,990.73. This would allow a cash distribution of only $26 per capita (Tyler, Wright, and Daniel 1983b, 418-20).

In February 1909 the Band called a meeting to protest the failure of the Department to pay the $90, even though the government had until December of that year to do so according to the surrender terms. Rayner and Grain, the two local men brought into the surrender negotiations near the end, testified to the promise being made. Agent Lewis asked for money from the Department for a pay-out to encourage a move to Fisher River, and the money was paid in April, but it amounted to only $6 per person.

Move to Fisher River Reserve

The new reserve site at Fisher River was picked out in October 1907 by band representatives and Homestead Inspector R. Foley. Foley thought that the site had great agricultural potential and therefore would place the Indians once again in proximity to white settlement. He recommended against acceptance, but Pedley agreed to the selection (Tyler, Wright, and Daniel 1983b, 355-58).

Some band members began in 1908 to call for a new election. They refused to move to the new reserve until they had an opportunity to elect new leaders; the Department refused to allow an election until the move. There were allegations that the Chief and council, like Lewis, were benefiting from the surrender and sales, particularly through their association with William Frank. The issue dragged on; in late 1910 the majority of people were still on the old reserve, even after the early 1909 land payment designed to provide incentive for them to move. Those who had moved to the new reserve, named Peguis, wanted elections, as well as more land sales moneys. There were heated discussions during the 1910 annuity payments, resulting in a $1.25 per person distribution of interest money (Tyler, Wright, and Daniel 1938b, 358-59, 480-84).

In 1911 the people received $9 per person at annuity time. During payments, the people at St Peter's asked for and were denied an election, but one was held on July 13 at Peguis; only those willing to go to Peguis were allowed to vote (Tyler, Wright, and Daniel 1983b, 499-500). Because of these controversies surrounding the surrender, the move to Peguis was slow. By 1914, after the release of the Royal Commission report (see below), only one-third had moved, and the Department began to step up the effort to assist in the move. The people at St Peter's wanted the surrender overturned and the reserve restored, whereas the people at Peguis continued to press for the distribution of the proceeds of sale (Tyler, Wright, and Daniel 1983b, 577-59, 581-82).

Legality of the Surrender

The individual who began to challenge the nature of the surrender in the House of Commons was George Bradbury, the Conservative who defeated Liberal MP Samuel Jackson in Selkirk in the 1908 election. He made his first comments in February 1909 and would have many opportunities to bring up the issues concerning the surrender: the discontent of the Band, the frustration of settlers faced with buying from speculators at high prices, the ploys of the speculators, and the tactics of the surrender negotiations.

Bradbury began to solicit information on all these issues, as well as on the surrender itself. In November 1909 he received a petition signed by 110 men from St Peter's; the petition listed the tactics speculators had used to take land from the Indians. They claimed that in many cases the patents promised by the Department had never been issued to them through Agent Lewis. Bradbury addressed the House and demanded an investigation. Inspector of Accounts S. Swinford and the Department law clerk A.S. Williams were dispatched by Minister of the Interior Frank Oliver to interview both sides of the issue, but Bradbury also conducted some interviews of his own. When Swinford and Williams failed to find many cases of wrongdoing, including failure to pay in full, or misrepresentation, Bradbury had collected affidavits he could use. On April 13, 1910, he made a four-hour speech about the issues of surrender and sales. He condemned the Liberals for failing to safeguard the interests of the Indians in either surrender methods or in subsequent sales (Tyler, Wright, and Daniel 1983b, 467-76).

One of the issues raised in the debate was whether the government could make grants of land to Indians. Oliver had said that these Indians were almost like white men, and thus defended the breaches of trust as well as the terms of the surrender – which, as someone else pointed out, may have exceeded the 50 per cent equity clause of the *Indian Act* when the land allotments were considered. The Department of Justice supported the authority of the Department to issue these grants (Tyler, Wright, and Daniel 1983b, 474-79).

After the dissatisfaction expressed at the 1910 annuity payments, Frank Oliver sent the Reverend John McDougall to both reserves in October 1910 to investigate matters, and McDougall recommended a further distribution of interest money. McDougall held meetings on the reserve in the fall of 1910 and listened to complaints about the speculators and the failure of the government to live up to surrender terms. He also paid out additional interest money. McDougall's subsequent report to Oliver described the Peguis Indians in positive terms, but reported dissatisfaction at St Peter's – without noting the causes (Tyler, Wright, and Daniel 1983b, 483-92).

Bradbury, who had talked to McDougall during the latter's visit to the area, asked Oliver in the House on January 19, 1911, if the Indians had expressed dissatisfaction to McDougall; he was told that they had not. In February, however, 87 people at St Peter's sent a petition to the Conservative Premier of Manitoba, R.P. Roblin, asking for an investigation by the province. In March, Bradbury called for a Royal Commission. He accused Frank Pedley of bribery in the surrender process, and criticized the lack of prior notice given to band members; he raked the Reverend John Semmens for his $90 call during the surrender meeting. Although Oliver was ready to dispute the charges and to turn down the demand for a federal Royal Commission, Premier Roblin was in the process of appointing a three-person provincial commission (Tyler, Wright, and Daniel 1983b, 492-94).

The three Commissioners appointed were Judge Corbet Locke, Judge L.A. Prud'homme, and Judge Robert Hill Myers. Federal files were requested and eventually procured from Oliver. As the Commission scheduled meetings in July, the various parties began to prepare. William Frank defended himself in the press, and Oliver spoke in Winnipeg on June 7 about the necessity of a surrender. The Selkirk Board of Trade petitioned Oliver asking for special legislation to confirm the surrender. Oliver then paid the St Peter's people $9 per capita on land sales at annuity time (Tyler, Wright, and Daniel 1983b, 495-500).

The Commission's hearings began on July 24, 1911, and many of the people involved at various points in the surrender and sales processes testified, questioned by legal counsel for the Commission and for the Indians. The accounts given by William Asham and numerous other Indian witnesses were consistent. They pointed out that the lure of cash was a strong factor in decision-making; the people had thought that the government was going to buy the unallotted land, that the $90 per person was a firm promise. Evidence was also presented that at least 22 voters were absent from the meeting. The band councillors who had been in power at the time of surrender defended their acts, including their involvement with speculators, as being in the interests of the Band (Tyler, Wright, and Daniel 1983b, 500-16).

The Department's witnesses, Lewis and Howell, did not testify until after the 1911 election, in which the Liberals lost to the Conservatives. Lewis said that all the changes to the surrender document were made before the vote. He denied that Semmens had made the $90 call, and he said that the figure of $90 per person was used as a hypothetical figure, not as a promise. He also defended his actions in the allotments (see above). In addition, in speaking of his actions as Commissioner, Howell justified the need to take the surrender in order to remove the Indians from town and to free up good land for cultivation. In defending his involvement, he went so far as to assert that he had not even been present at the band meeting at which the surrender was taken, or at any other meeting (Tyler, Wright, and Daniel 1983b, 520-25).

When Pedley was called, he said he had read the entire surrender document on the first day, and that he had not guaranteed a $90 payment. The Band itself had decided how the vote should be taken. Changes in the document were made before the vote. Pedley cited an 1876 debate in the House of Commons about the level of consent needed, and noted that at that time the Minister had taken the position that the only authority needed was the majority of those present at the meeting. Semmens, when called, said that he had only been answering a question when he made his famous comment about $90. He confirmed that he had paid the Chief and councillors $5 for attending the last meeting prior to the surrender (Tyler, Wright, and Daniel 1983b, 526-30).

The majority findings of the Commission, those of Judges Locke and Prud'homme, were that the surrender violated the letter and intent of the *Indian Act*. Only one day's notice had been given. Only about half the Band had an opportunity to hear the poorly translated discussions. The document was altered after the vote. The incentive provided by money influenced the ill-considered voting procedure. The findings also determined that the *Indian Act* meant to command the majority of all voters, not just those at the meeting. The Commissioners asserted that the affidavit was not sworn by an authority deemed to be valid under the *Indian Act*. The Commission went on to defend the intent of some of the officials present, but nonetheless stated that the effects were such as to cast doubt on the validity of the surrender. The dissenting opinion, that of the Liberal Judge Myers, was quite different; in spite of legal quibbles, the requirements of law had been met, he believed, and problems of misinterpretation lay with the Indians (Tyler, Wright, and Daniel 1983b, 530-34). No judgment was given as to validity of sales.

The report was met with a variety of reactions. Bradbury began a campaign to have the surrender overturned. The reaction of the Band was mixed; as noted above; the people at St Peter's wanted the surrender voided and the land restored; those at Peguis, with the elected leadership, pressed for further distributions of land sales moneys and interest. The Department collected on sales and ignored the question for some time, especially after it discovered that a clerk in Agent Lewis's office, during Lewis's term, had been pocketing some of the money collected from buyers (Tyler, Wright, and Daniel 1983b, 571-72, 567-68). There was pressure from speculators, and from the Selkirk Board of Trade, to retain the surrender and have titles for the patented and purchased property issued. Both the speculators and the Board attacked Bradbury in the press. Finally, in 1914, under pressure from the Minister of Justice, who held that a surrender required a majority of voters to assent, the federal Conservative government directed two Manitoba lawyers to enter an action in the courts to have the surrender annulled on the following basis:

- The meeting was not properly constituted.
- There was insufficient notice.
- There was bribery and inducement.

- People were unable to hear the proceedings, nor, in some cases, to understand them.
- The method of voting was improper and no records were kept.
- The surrender was not properly certified.
- The assent of a majority of voters was not obtained.

This action caused a furor among buyers; they immediately sent a delegation to Manitoba Premier Roblin to apply pressure, and a lobby was sent to Ottawa. The case dragged on, through the fall of the Manitoba government, and, finally, pressure from buyers and voters led the federal government to back down. The action was dropped under the new Solicitor General – the MP for Portage la Prairie, Arthur Meighen – and a deal was struck. Legislation would be passed to uphold the surrender and confirm all patents issued to Indians, as long as the title to the lands was retained by the band member up until June 1, 1915. For those cases where the patent had passed from the hands of band members to outside buyers, the buyers could pay an additional $1 per acre plus 5 per cent interest per annum and obtain title. The legislation was proclaimed into law on May 18, 1915 (Tyler, Wright, and Daniel 1983b, 581-85).

SWAN LAKE IR 7 AND IR 7A

Surrender of 1908

The surrender taken on January 21, 1908, at Swan Lake and Indian Gardens was for 2880 acres of the Swan Lake reserve and all 2403 acres of the Tramping Lake reserve southwest of Battleford, Saskatchewan. The Band had never lived on or used the latter. The conditions of surrender included

- A minimum price at Swan Lake of $10 per acre and at Tramping Lakes of $6 per acre.
- The Band's equity set at one-third.
- Of this one-third, $100 per capita to be paid at signing, and the balance "as soon as sufficient funds are realized from the sale."
- The interest from the balance of funded moneys to be paid to the Band on an annual basis at treaty payment time.

The Order in Council accepting the surrender was passed March 17, 1908, almost as soon as Inspector S. Swinford submitted all the documentation. The land was to be sold without reference to the Department's Land Regulations (NA, RG 10, vol. 3625, file 5217-2).

Surveyor J. Lestock Reid was asked to retrace the township subdivisions made at Swan Lake before the reserve was surveyed. Reid did not submit the plans and valuations until February 6, 1909. The strip surrendered was on the west side of the reserve and was crossed by the railway. Valuations ranged from $6.25 to $12.50 per acre, in spite of the $10 minimum. Chief Surveyor Samuel Bray recommended that these values be revised upward enough to make the average match $10 per acre. W.A. Orr of the Lands and Timber Branch recommended that the auction take place June 9, 1909, on a 10 payment schedule, with 5 per cent interest charged on the unpaid balance (NA, RG 10, vol. 3625, file 5217-3). In March 1909 Reid submitted a plan and valuation for the Tramping Lake lands, and suggested a valuation of $10 per acre for all the lands.

George Walton, MPP, was appointed auctioneer for the June 9, 1909, sale. Agent Robert Logan was placed in charge of the sale. The land sold on average for $17.70 per acre, although one quarter section sold for $8.75 per acre. One quarter section was not sold, and Logan recommended lowering the upset price for it from $11.75 per acre. According to his letter of June 14, 1909, he had received an offer for $7 per acre and suggested accepting it. W.A. Orr recommended to Pedley that this offer be accepted (NA, RG 10, vol. 3625, file 5217-3). The land was not immediately sold, however.

Almost all the buyers were local. T.C. Lusted of Swan Lake, manager of the Bank of Hamilton, bought two quarter sections, and a Mr C. Landry of Mariapolis, a merchant, bought three. A third large buyer mentioned in newspaper coverage, a Mr Budyens, is not listed among the buyers in Department correspondence. Four buyers – Archie Campbell, William Heard, A.R. McMillan, and Samuel Armstrong – were listed as speculators on the sales books, and all used the post office address of Margaret, Man. They may have been working as a company. All but Heard paid above the upset price.

A letter addressed to Secretary McLean and dated April 28, 1909, asked for information about plans and prices for a number of listed sales, including this one. The letter was from John McIver, Indian Agent's Office at Cape Croker, Ont., and in it he suggested that, if he knew the prices, he could get a company together if it was thought there would be any margin of profits over the next five years. A marginal note of May 6 on the letter stated that information was sent on Fishing Lake, Swan Lake, Stoney Plain, Grizzly Bear's Head/Leanman, and Tramping Lake sales, but exactly how much information was sent was not specified.

On November 17, 1909, Inspector Samuel Jackson wrote to Secretary McLean on behalf of the Band asking when the Tramping Lake lands would be sold. Apparently the issue of a second payment had also been brought up at a band meeting in October; McLean responded to Jackson that the sale in June had brought $4778.80, one-tenth of which went to the Management Fund, and that the Indians still owed over $7000 against the advance. In this same letter, McLean noted that an auction of the Tramping Lake lands had been held on June 18, but that no bids had been made.

The Chief and two councillors wrote to the Governor General about the surrender. The letter was dated January 5, 1909, but since it was received January 11, 1910, the true date was probably 1910.

> When John McDougall came to talk to us about the sale of part of our reserve he made a lot of nice promises on behalf of the government and said a lot of nice things that pleased us, and we beleived [sic] everything he said was true. One reason we did was because we were told that he was a minister and we were always told that a minister was a person that would not tell a lie to any one. So when he told us that we would be paid two large payments of seventy-five dollars per head, but that we would [illegible] so that he put first payment at one hundred dollars a head for first payment at time of surrender, and another one hundred dollars one year from that time and that was what we understood when we signed the agreement. We have got one payment according to agreement and we want another payment on account of same we have to depend on these moneys to feed our families through the winter as there is no game of any kind to be got here. Our hunters have been out all over the country, and have returned without any game or furs of any kind so that our families are in danger of starvation we humbly ask that the balance of the one third of the money still to come to us from the same that had already taken place on this reserve be paid to us this winter. (NA, RG 10, vol. 3625, file 5217-3)

The letter also enquired about the sale of land at Tramping Lake.

An internal memorandum to Duncan Campbell Scott, dated January 19, 1910, described the conditions of surrender and the sales, and noted that there were insufficient funds to make a second payment, which would not in any event be $100 per head, but more likely be only about $23.60. Even when the second payment came in, in June 1910, there would not be enough to pay back the advance and still make a distribution. The author (whose name is illegible on the memo) suggested that the Tramping Lake lands might be sold if the crops were good in the fall, and that this might bring the equity up to $100 per head.

According to a handwritten note on the memo, McDougall was to report on the letter from the Indians. McDougall did so on January 21, 1910, referring to himself in the third person. He suggested that the balance of equity should be paid to the Indians not later than June 9, 1910, and that the Indians should be told about the lack of sales in Saskatchewan and that the Department was prepared to follow up on the agreement made with the Indians. McDougall said that he told the Band, as he told all Indians, that they could practise any dance except the "old barbarities" (NA, RG 10, vol. 3625, file 5217-3).

Assistant Secretary Stewart wrote to Agent Logan and told him to explain to the Band that the money for the second payment has not been available, but that it would be made after the second payment on June 9. It was thought that the payments would be about $23.60. The Tramping Lake lands would be sold when the market was good.

Agent Logan applied to make collections of payments, as he had at Roseau River. This system apparently worked for a few years.

A second auction of the Tramping Lake lands was set for May 26, 1910, to be held in the town of Scott, Saskatchewan, on the same terms as had been used in the Manitoba sales. Mr Thomas Leckey of North Battleford was auctioneer, and Agent J.P.G. Day of the Battleford Agency was put in charge of the sale. The sale reportedly brought in about $33,000, at good prices (NA, RG 10, vol. 3625, file 5217-3). The buyers included

- John Ainslee, of Culross, Man., whose land was assigned to a Canadian Pacific Railway employee (W. Gerow, Saskatoon Land Agent, Natural Resources Department, CPR).
- H.V. Getty of Gettysbury, Sask., farmer and merchant.
- R. James Speers, Real Estate Agent, Wilkie and N. Battleford. Speers apparently sold his land to John Forslund, Chief Inspector, Natural Resources, CPR, who had William J. Tupper of Tupper, McTavish, Robertson, and Tupper of Winnipeg intervene as a friend with the Minister to avoid cancellation in 1916.

- Bruce McKenzie of Wilkie, real estate agent. Much of his land ended up with the Imperial Bank.
- Alexander James Cameron of Boissevain, Man.
- Charles Robertson, Boissevain, Man.
- Luse Land and Development Co., from St Paul, Minnesota.

Mr Staples asked Frank Oliver in the House of Commons April 22, 1910, if efforts were being made to take a surrender of the remainder of the reserve. Oliver said that he did not think it would be wise to go back immediately until the Department "cleaned up" the prior surrender arrangement. He was prepared to go back, however (Canada, House of Commons, *Debates*, April 10, 1910, 7851).

By 1912 the Band had received their one-third equity from the Swan Lake sale, but not from the Tramping Lake sale. Since there was no provision for the buying of livestock or implements from interest or capital accounts, the band members were allowed to take loans from the capital account provided they were repaid. At the same time the Department began to make plans to sell the remaining land – the quarter section that had not sold in 1909, and the quarter section sold to William Heard which he refused to make payments on. On January 31, 1913, Agent Logan recommended reducing the upset prices; he was overruled, and the Department held out for the original upset prices. On May 11, 1913, the Chief and headmen wrote to the Agent asking that these parcels be sold, since they were getting nothing from the land, and that they be paid their equity from the Tramping Lake sale. Logan was told on May 29 that there was insufficient money in the account to pay them. The band members continued to write to the Superintendent General about payment, as their crops were poor, and they were in debt for horses and farm implements. In November 1913 Inspector Glen Campbell asked Secretary McLean for the funds for a payment because of these debts, and it appears that a payment of about one-third of the equity owed to them from Tramping Lake was paid subsequent to Campbell's letter, but information in the file at this point is incomplete (NA, RG 10, vol. 3625).

MUSCOWPETUNG IR 80

Surrender of 1909

The terms of the surrender of Muscowpetung IR 80 taken January 4, 1909, were written onto a standard form. Some of the terms were typed, probably before the meeting. One of the typed conditions, which was crossed out at Inspector William Graham's request, was the $8 per acre minimum sales price. The document provided for $10,000 to be advanced to the Band at the time of signing, and $10,000 to be paid one year later. These figures were calculated on the basis of the $8 per acre (which was crossed out) and were meant to represent 20 per cent of projected sales, but, due to a mathematical error, were in fact about 14 per cent of projected sales. The typed section also directed the Department to pay annual interest to the Band on the balance of sales, with the understanding that a certain portion might be spent for its benefit.

In the handwritten part of the document, a clause has been added to the sentence about payment of interest: "what interest is not spent during the year is to be paid to us." Graham also added the provision that owners of improved land would be paid at the rate of $5 per acre; payment would be made at the time of taking surrender on an estimated area, and, after valuations were made, the balance, if any, would be paid within two years. The terms at Pasqua did not include the "two year" clause. The provision for compensation for buildings, included at Pasqua, was omitted here. The funding of payments for children aged 12 to 18 was included here, as was a provision that the land was to be sold by auction. This handwriting was Graham's, and differed from the hand in which the date is written.

The surrender was confirmed by Order in Council PC 157/1909 on February 8, 1909, which made no reference to the Land Regulations (NA, RG 10, vol. 4035, file 304072). The copy of the surrender document submitted for the Order in Council had omitted reference to the $8 per acre minimum price. It also added a witness not on the original document, Alexander Brass.

The land was subdivided for sale in the spring of the same year, by Surveyor J.K. McLean, who sent the plan and valuations to DSGIA Frank Pedley. The valuations ranged from $6 to $9 per acre, with an average of $7.80 per acre. McLean recommended a sale in October, at either Balgonie or Regina, "as nearly all the land between this Reserve and the C.P.R. at Balgonie is now occupied, this should sell well. The farmers all state they are anxious to have an opportunity to purchase."

McLean also enclosed a list of farmers to whom the plan might be sent. All were from Hednesford, Avonhurst, and Balgonie; most of them did buy land at auction (NA, RG 10, vol. 4035, file 304072).

Almost immediately inquiries began to come from Echeyase, the man who had opposed the surrender. He asked on March 1 if he could buy land at auction and was told he could. In June, Surveyor McLean also commented on improvements and added the value of improvements to the sale prices. He recommended that the fence wire be taken from the surrendered portion; he noted an additional improvement on June 15 not mentioned in his original plans, and recommended an advance of funds of $9.20 to "Echewas."

Another letter came from "Toto" in the Band complaining about the poverty on the reserve and the restrictions enforced by the Department on making a living. This letter was dated March 19 and addressed to Pedley; another came to the Department on March 27, from "Duncan," inquiring about the plans for sales (NA, RG 10, vol. 4035, file 304072).

The sale was set for October 27 at Balgonie, the terms to be 10 payments, with 5 per cent interest charged on instalments. Inspector William Graham was to take charge of the sale, with Thomas Hunter of Regina acting as auctioneer. The sale was advertised in the Moose Jaw *Times*, Indian Head *Prairie Witness*, Regina *Leader*, Wolseley *News*, *Manitoba Free Press*, and Toronto *Globe*. One hundred copies of the advertisements were printed and sent out. Notices were also sent to 28 individuals, including F.W. Grant, Sifton's business associate A.W. Fraser, two band members, some local residents, and a variety of businessmen across Canada. A letter was sent from Pedley to E.N. Lewis, MP, on November 17, 1909, in response to an inquiry about what land was for sale near Regina. The Muscowpetung auction had been held, Pedley wrote, but Lewis would be notified of any new auctions. Apparently Lewis was inquiring on behalf of Grant; Pedley put Lewis's name on the mailing list (NA, RG 10, vol. 4035, file 304072).

At the sale, all but two parcels sold. Graham reported that attendance was good and bidding brisk. The average price per acre was over $9.16, he said. A total of $15,186 was collected, not enough to meet the second payment of the 14 per cent advance promised the Band.

Most of the local people on Surveyor McLean's list bought land, and most bought at the upset price. The buyers included

- One departmental employee, William Murison, Agent at Touchwood, three quarter sections
- A group of merchants from Fort William, Ont.
- S. and A.L. McDougall, contractors (O'Brien, Fowler and McDougall Brothers)
- George Ewing
- Augustus Kirby, of Regina and Texas, a major buyer. He speculated and sold the land. His letters to the Department appear on letterhead from the Texas Mouline Plow Co., of Dallas, and the Canadian Mouline Plow Co, of Winnipeg, but he described his profession as barrister (NA, RG 10, vol. 6683, file 114A-2-3).

Small amounts of land were bought also by

- Judge Reginald Rimmer, a former law clerk for DIA. His purchase was cancelled in the 1920s for non-payment.
- Simon James McLean, Board of Railway Commissioners. McLean was visiting the Qu'Appelle area in regard to a Grand Trunk Pacific right-of-way issue just prior to the sale.
- Howard W. Tye, the brother of Graham's secretary, also bought land in Crooked Lakes.
- John Archibald McDonald of Fort Qu'Appelle, the brother of D.H. McDonald of the Saskatchewan Valley Land Co., Liberal and local realtor.

The major buyer was the Western Canada Colonization Company, the firm so prominent at the Crooked Lakes sales. The WCCC assigned its land, 44 parcels, to James Harold Wallis, who was acting on behalf of the Wallis Company of Dubuque, Iowa, of which John Rider Wallis was president. His brother, James Wallis, was treasurer of the company and later president of the News Publishing Company. Although he was to protest, when his payments were in arrears, that he was not a speculator, he was renting the land to others on purchase arrangements. Five of the purchases would eventually be cancelled. Wallis fell into arrears when these arrangements were not working, or when prices were low and his purchasers were not paying him. In 1912 he complained that he had been misled about the profit potential of the investment (see below). His local agent for collections was C.C. Rigby of Balgonie. In the 1920s, Wallis moved to New York to work for the American Relief Foundation, and he engaged Tingley and Malone to look after this interest. Much later, in 1935, after some of his purchases were cancelled, Wallis, by now living in Washington, DC, turned his land over to the Canada Colonization Company of Regina and Winnipeg, a CPR subsidiary. The cancellations were revoked, and interest reduced from 7 per cent to 5 per cent at the request of this company (NA, RG 10, vol. 6684, file 114-2-18/1, 2, 3).

The Band began to inquire about its payments. On January 13, 1910, the Chief and six band members signed a letter asking for the second payment, due one year from the date of the original surrender. The Assistant Secretary to Commissioner David Laird, J.A.J. McKenna, wrote to Agent Nichol saying that the Department had decided to pay in the spring, when the money could be used for agricultural work. In May, Echeyase wrote again asking for the money. There is no reliable record, but it appears that the Band may not have received the second payment until 1911, along with $25 in interest; however, a letter from Echeyase in 1911 suggests that it had not received the second payment, only an interest payment. In 1911 Nichol was also asked to list all provisions, clothing, and medicines provided to the Band; in his February 11 response, Nichol said there were only seven destitute people on reserve. In 1915 Nichol was chastised for not paying out the interest money he had received (NA, RG 10, vol. 6684, file 114-2-18/1, 2, 3). **Note:** This issue needs to be researched further.

A letter on file from Balfour, Martin, Casey, and Brown, dated February 24, 1910, to Secretary McLean, refers to the sale held the previous October, and requests a list of buyers. The letter refers to the fact that the Grand Trunk Pacific Branch line, which was to run along the boundary lines between Townships 19 and 20, was now to run through Township 19, in a southwesterly direction. This was the Melville-Regina branch, whose proposed construction was of such interest to the buyers of the Pasqua land in 1906, after the GTP had first announced its intention to build the line potentially crossing the reserve. According to the letter, some of the local settlers were petitioning the GTP to move the line north. The law firm also asked the Department to intercede with the GTP, since it was supposed that the more northerly route would be beneficial to those interested in Indian lands. The only response from the Department was the requested list of buyers (NA, RG 10, vol. 4035, file 304072).

The route plan for the Melville/Regina branch was approved in the summer 1909, but only the first 33 miles were set down in location plans. The rest of the line, from Balcarres to Regina, remained unsurveyed. The surveyors did not reach the Qu'Appelle area until early 1910, and in March 1910, according to newspaper accounts, the survey from Balcarres south to Regina was begun. In August 1909, the Qu'Appelle Board of Trade had written to the Board of Railway Commissioners that it had been told by GTP in April that the route would be going through its town, Fort Qu'Appelle, but now realized that the line was to pass to the east of the town. Although the response to these protests is not known, the final location plan for the second half of the line was filed in July 1910, and the line went through Fort Qu'Appelle (see NA, RG 46, vol. 1449, file 10863).

Although the northerly location plan to which the February 1910 letter to DIA referred has not been located, it could have been the revised plan to which the Qu'Appelle Board of Trade referred in their August 1909 communication. Sometime between April and August 1909, the GTP might have shifted its proposed location farther north and then moved it back south and east in early 1910. If the northerly route was what buyers of Muscowpetung land expected at the time of sale, it would certainly have brought in speculators like Wallis or Simon McLean of the Board of Railway Commissioners.

THE KEY IR 65

Surrender of 1909

The terms of the Key IR 65 surrender on May 18, 1909, were to dispose of the proceeds from sales as follows:

- One hundred dollars to be paid to each person at time of surrender
- Children aged from 12 to 18 to have their interest moneys funded
- If required for Indians to start farming, implements, wagons, machinery, harness, and stock to be purchased from the proceeds of the sale
- The land to be sold by public auction to the highest bidder.

Both the Key and Keeseekoose surrenders were accepted by Order in Council, Key (PC 1379/1909) on June 21, 1909, and Keeseekoose (PC 593/1909) on July 6. Both documents exempted sales from the Land Regulations.

Surveyor J. Lestock Reid was asked on July 2, 1909, to subdivide the surrendered lands for the Key. "There are no conditions attached to the surrender which will affect the survey. The land is to be sold by public auction to the highest bidder; a reserve price is not mentioned." Reid was asked to value the land (NA, RG 10, vol. 4039, file 329, 759). The information was not received until a year later, however. The valuations ranged from $3 to $8 per acre, with most between $3 and $5 per acre. Reid described the soil on the eastern surrendered strip as very good, and on the western strip as being light loam and sand (NA, RG 10, vol. 4039, file 329759). On August 6, 1910, Agent Blewett reported that Peter O'Soup and Thomas Brass of Key's Band had been asking whether they would get any money for improvements, since they were the only ones affected by the surrender. Although there was no provision in the surrender document for payment for improvements, both men were reimbursed in August.

G.W. Collings, of Togo, Sask., was appointed auctioneer and the sale was to be held at Kamsack on December 1, 1910. The terms of sale were 10 payments, with 5 per cent interest charged on the unpaid purchase money. Inspector William Graham was placed in charge of the sale, and inquiries were directed to him. Advertisements were placed in the Kamsack *Times*, Yorkton *Times*, Saltcoats *Recorder*, *Manitoba Free Press*, the Regina *Leader*, and the Toronto *Globe* (NA, RG 10, vol. 4039, file 329759). On October 31, 1910, William Graham asked that "a blue print and a list of upset prices" be sent to the following persons:

H. Himbry, Kingston, Ont.
The Cut Arm Farm, Ranger, Sask.
Robert MacGregor, Saltcoats, Sask.
J.L. Legatt, Nemegos Station, Lake Superior Div., CPR
J. Darling Whitmore, Regina
William McDowell, Winnipeg
John L. Watson Land Co., 14 Traders Bank Bldg, Winnipeg
George Thompson, Goderich, Ont.

Graham said that he had told the parties that this information would be sent directly from the Department. It is not clear whether these were the people who had made inquiries to him. A note on the letter says that the information was sent November 8, 1910. Apparently the Department's rules on releasing upset prices had been relaxed in the spring of 1910.

Another individual, O.E. Elsemore, 192 Jarvis Street, Toronto, asked for information on November 7, 1910, and it was sent November 9. Elsemore noted that he had seen the advertisement in the *Globe*. John M. Madison of Canora, Sask., was sent a list of lands on November 9, 1910, as well. McLean told him: "[I]f you desire to acquire more than a quarter section, it will be necessary for you to bid sufficiently high to secure same. This is the only way you can secure a section, as the lands are sold only in quarter sections" (NA, RG 10, vol. 4039, file 329759).

Graham reported on December 6 that 103 of 143 parcels of Key and Keeseekoose land were sold. He did not comment on average prices or attendance. There is nothing on file to show the buyers for the Keeseekoose lands, nor to show the purchase prices in relation to upset values (although, according to the instructions to Reid, the upset prices were not to guide sales). The buyers at Key included several local farmers, as well as the following:

Crescent Realty, Yorkton, Sask.
Rose J. Watson, Field Museum, Chicago
J.T. Hewitt, Brantford, Ont.
G.L. Jennings, RNWMP officer, Regina
William Frank, real estate agent, Winnipeg, 8 purchases
C.M. Rear, Cordovan, Man., 4 purchases
Alloway and Champion, bankers, Winnipeg, 2 purchases

The Crescent Realty Company of Yorkton also bought Cote land. Its president was Dr J.P. Irving and the secretary treasurer, G.H. Bradbrooke, was also the manager of Bradbrooke Brothers, investment brokers in Yorkton.

Miss Watson may have been working with S.G. Simms, an assistant curator of the Field Museum of Natural History, who made extensive purchases at both Keeseekoose and Crooked Lakes sales. Another Chicago person, F. L. Schreiner, a grain broker, bought land at Keeseekoose.

John T. Hewitt was a lawyer from Brantford who also acquired land on the Lestock townsite. Jennings was not the only NWMP officer to purchase land in these sales. Others included W.H. Routledge, John Herbert Hefferman, and the wife of the Commissioner in Regina, Mrs A.B. Perry.

William Forbes Alloway and Henry Thomson Champion were bankers and realtors based in Winnipeg who were major scrip dealers. They also acquired land from the Cumberland IR 100A reserve.

William Frank was a real estate agent located in the McArthur Building, Winnipeg, who also acquired land at St Peters. A review of the file regarding the Frank purchases reveals that Frank bought his land at or near the upset price. He quickly resold the land, mostly to Doukhobors, and, when he died in 1912, the land as part of his estate ended up with the Northern Trusts Company of Winnipeg. This company cancelled some of the sales and entered into lease arrangements. Complaints reached the former agent, W.G. Blewett, now head of his own real estate and insurance agency in Kamsack, and he forwarded them to Commissioner Graham. Blewett also told the Department that he could resell the lands if they were repossessed, and he may have represented himself as an agent of the Department. His offer was declined, and when the lands were repossessed, they were sold by tender in 1925, with the lessees having preference (NA, RG 10, vol, 6695, file 117A-4-33).

The Bands began to receive annual interest distributions in early 1912, but the amounts were small. In 1915, Chief Andrew Quewezance and 28 men from Keeseekoose wrote to the Department reporting on their state of affairs. They said they were having a hard time making a living. They had nothing to sell; wood had no price. There was no fur to sell. The people wanted their land money, at $30 a head. They had only agreed to sell the land to get the money they needed. The Indians had asked their Agent, but he had not told them that an answer had been received:

> I have heard elsewhere that your answer is that Mr. Graham did not make a bargain with us. I think Mr. Graham did not tell you what he think [sic] Indians they sell his land. Don't think very hard what Mr. Graham said think of what I am telling you today. I am not telling a lie what I am telling you sometimes I think I would like to see you to tell you how the Indians are in the reserve. Maybe I would go and see you sometime if you don't do what I tell you I don't know how the Indians would get along and I went far north already this winter to get something to eat for my children about 90 miles from here and I am going again next week for I am short again and I hope to find your letter by the time I come back this is all I am telling you . . . I beg you with a good heart to think of what I am telling you. I will soon write to you and tell you something else. (NA, RG 10, vol. 4039, file 329759)

A few years later there was some discussion about selling the remaining lands to buyers making requests, but the file does not make clear whether the sales in fact took place.

Note: More research on land sales needs to be done for this surrender because the primary surrender files are incomplete.

BOBTAIL IR 139

Surrender of 1909

This section also contains information about Samson's IR 137 surrender of 1909.

The surrender taken on June 12, 1909, was for 10,880 acres of Bobtail IR 139 to be put up for sale. Of the remainder of the reserve, a part south of the Battle River was to be kept for the Montana Band, and part was to be added to the Samson IR 137.

The terms included

- A deduction of 10 per cent for management as usual.
- A distribution of 12½ per cent of the estimated sales proceeds, at $8 per acre, per capita to the old members of the Bobtail Band and to the members of the Samson, Louis Bull, Ermineskin, and Montana Bands, to a maximum of $12 per person. After this distribution, the remainder, if any, to be provided to the remnants of Bobtail's Band.
- Balance to be placed to the credit of Samson's and Ermineskin's trust funds pro rata of their Bobtail membership, provided that the Bobtail people are accepted into these bands as full members.
- The interest to be paid in cash.

After the surrender, payments of $12 were made to members of all four Hobbema bands. The Bobtail people received a special payment of $1365. Chief Joe Samson and Chief Ermineskin each received $87.50 (this was not in the surrender document). The payments were made on June 16-18 by the Reverend John McDougall, and on July 6 by Agent Mann. On August 5, 1909, Surveyor J.K. McLean submitted a list of 14 individuals from Bobtail who were to be paid for improvements (not mentioned in surrender document). These people were paid in November (NA, RG 10, vol. 4044, file 345005).

The Bobtail surrender was accepted by Order in Council PC 1674/1909 on July 22, 1909, and the land was to be sold without reference to the Land Regulations. The acceptance of the Samson surrender by Order in Council PC 399/1909 of February 22, 1909, had not mentioned the Land Regulations (NA, RG 10, vol. 4044, file 3450005; vol. 4012, file 267138).

Both reserves were subdivided by McLean, and plans were made to sell them together. The valuations on the Bobtail reserve ranged from $8 to $13, and, on the Samson reserve, from $9 to $12.

The sale date was set for November 10, at Ponoka, and W.M. Shafft of Ponoka was engaged as auctioneer. The terms of sale were payment in 10 instalments, with interest at 5 per cent.

J.K. McLean submitted a list on August 2, 1909, of local farmers and residents to whom advertisements and plans should be sent. They included Hugh McGrandle, a Dominion Lands Surveyor; Dr Campbell, MPP from Ponoka; a bank manager from Vermillion; and two Ponoka merchants (NA, RG 10, vol. 4044, file 345005). An additional list was submitted in October and included several people from Wetaskiwin and Senator Talbot from Lacombe (NA, RG 10, vol. 4012, file 267138).

Dr Campbell sent information to a J.M. Hodge of Blairgowrie, Scotland, who contacted W.D. Scott, Superintendent of Immigration in Ottawa, about the potential sale of land at Ponoka. Hodge asked to buy the land on behalf of his company. The letter to Scott was dated June 15, three days after the surrender, so Campbell must have sent the information prior to the surrender. There was also a request from a Charles Phillips, of Battle Lake Ranch, Asker, Alta., dated June 15, asking about the survey of Samson's reserve, and asking to buy a block of 10,000 acres for immediate settlement (NA, RG 10, vol. 4012, file 266600).

No reference is on file about the advertisement for the sales. There is a letter from the Hudson's Bay Company in Winnipeg, dated October 22, 1909, in which it was noted that the company had seen an advertisement in the Winnipeg press (NA, RG 10, vol. 4012, file 267138).

The two reserves were put up for sale together on November 10. Only 4553.5 acres of the Samson land sold, and 2285 acres of the Bobtail reserve sold. The average price was $13.53 per acre. Inspector J.A. Markle was in charge of the sale, and he reported that, although attendance was good, there was too much land to find buyers. In addition, some of land had so much brush that an acre would cost as much to clear as the land was valued for. Some parcels were also broken by the river or by the tracks. Markle said a Mr M. Henry had offered to sell the remainder at upset price, minus a $1 per acre commission. Henry offered to solicit buyers from the United States, and Markle recommended taking advantage of this offer (NA, RG 10, vol. 4012, file 267138, Markle to McLean, November 13, 1909).

This offer was not accepted, and a second sale was held on June 22, 1910. An additional 1253 acres was sold from Bobtail, and 2240 acres from Samson. Over 9000 acres on the two reserves were still unsold. Some of this land was later leased, and in 1919 the remainder, approximately 6600 acres from Bobtail, was sold to the Soldier Settlement Board at amounts a dollar or two higher than the original upset prices (Lupul 1978, 37; NA, RG 10, vol. 4012, file 267138).

The majority of the original buyers in 1909 were local Alberta people. However, 19 quarter sections were purchased by F.W. Grant and W.E. Preston of Midland, Ont. Grant was a lawyer and Preston a merchant, and they both had made extensive purchases at other Indian land sales. John Hayes, a CPR conductor from Chapleau, Ont., bought several quarter sections. J.P. Gross, a farmer from Wetaskiwin, was one of the largest purchasers. R.C. Brumpton, merchant, of Red Deer, bought 340 acres and sold them to the Great West Land and Building Co., which was based in Buffalo, New York, but operating out of South Dakota. The representative of the latter firm was William Lowry of Calgary (NA, RG 10, vol. 4012, file 267138).

On December 2, 1909, Inspector Markle wrote to Secretary J.D. McLean that he had been offered an interest in a couple of the quarter sections sold at auction, but he wanted to ask the Department if there were any objections before he proceeded. There was no reply on file. On the same day he inquired whether he could sell unsold land at the upset price, and he was told that plans were underway for a second auction.

At the second sale, June 22, 1910, the land sold to a variety of buyers, only one of whom, Frank Jarman of Ottawa, was from outside Alberta. The purchasers included

Blain and McKelvey of Ponoka
G.B. Henwood, barrister, of Edmonton
Edward J. Peterson, Ponoka

The only repeat buyer was retired liquor merchant Nils Schmidt of Wetaskiwin (NA, RG 10, vol. 4012, file 267138). There was only one buyer in either sale who was on the list suggested by surveyor McLean.

Chief Samson began early in 1910 to ask about the terms of surrender. He inquired on February 25 about the remainder of the 50 per cent owing to the Band, and was told on March 6 that the federal government had first to recoup the advance made at surrender before paying the rest to the Band. At that date, only half the advances made to Samson and Bobtail band members had been recovered by land sales. On March 18, 1910, McDougall wrote to DSGIA Frank Pedley that Samson had contacted him about the terms. McDougall pointed out to Pedley that the surrender agreement specified that the 50 per cent was to be paid to the Indians before the Department recouped expenses. Pedley wrote to Accountant D.C. Scott on March 23 that he believed they had no authority to do other than recoup the advance prior to further payments to the Band, but that, if there was any truth to what McDougall said, the issue should be considered further. By 1914 the advance had still not been recouped by the Department. The Band continued to ask McDougall for help, even though he had left the employ of the Department. In early 1912, both Samson and Ermineskin bands had begun to receive interest on the sale of the Bobtail land alone (NA, RG 10, vol. 4012, file 267138).

On November 11, 1914, the Band made a statement to McDougall about its surrender, which it hoped he would forward to the Department. It had received only $4 per capita on the payment of 50 per cent equity that it expected, and this amount had only come recently. The band members described their understanding of the surrender:

> We were not anxious to dispose of any of our lands. Several times the officials of the Government asked us to consider the surrender of some of our lands, but we kept putting them off until at last, after some years, we finally decided to surrender the western portion of our reserve, which was contiguous to the Railroad. We did this in the hope of bettering our condition. We are trying to imitate the White Man in his being able to make a living out of the soil. This is an entirely new life for us. Our middle-aged and old people were hunters and wanderers over a big country. They knew nothing about digging and ploughing and living in one place. This new life is very hard on us as a people. The strain of it has killed many of our people and yet we are told that it is the best thing for us, and we are trying to believe that this is true but we find it very hard. Therefore, when we thought that by selling some of our lands we could help to make life easier and more comfortable for ourselves and especially for those who are older in our band. We can see that by the time our young children become men and women it will be much easier for them to live on the Reserve and to follow the ways of the White Man in making their living out of the land, we said among ourselves we will have this money and with it purchase what we need to make our homes more comfortable and to make our old people happier in this new life than they could otherwise be. This was our strong desire, this was our hope, and for this reason we consented to make a surrender. Several years have come and passed since then and a large portion of the land we surrendered is still unsold and the monies for these lands have come to us very slowly . . . Today, what we want to say is this, that we would wish the Government to take over all the lands we surrendered and pay us a fair price for them, and immediately, or as soon as possible let us have one third of the whole price and follow this by giving us another third next Spring and the balance the following year. We believe that what remains of our Reserve will be ample for our

> children and their descendents. Therefore we believe that in this matter the future of our people is assured and because of this we want those who have lived in the past and who are still with us to participate in some of the wealth of our Reserve. We are as one man in this our wish, as also in this our request to the Government. (NA, RG 10, vol. 4012, file 267138)

MOOSOMIN IR 112

Surrender of 1909

The terms of the 1909 surrender by which Moosomin gave up all of IR 112 included terms very similar to those at Thunderchild:

- minimum upset price of $6 per acre
- new reserve, of approximately the same number of acres, to be bought at $3 per acre
- difference to be funded to the Band
- $20,000 cash distribution at surrender
- fishing privileges at Murray Lake, ammunition and twine for nets
- Band to have a voice in the expenditure of interest
- timber limit
- rations for two years
- removal of wire fence and building from old to new reserve
- Band to appoint delegates to select new site
- Band, with Thunderchild, to be given an engineer

The site of the new reserve, already chosen, was described in the document. The distribution at the time of surrender amounted to $147 per person; Josie Moosomin received an additional $8. The Order in Council accepting the surrender (PC 1539/1909), dated July 6, 1909, recommended sale without reference to the Land Regulations of the Department.

Surveyor John Lestock Reid subdivided the old reserve for sale; the infractions had been issued before the surrender was taken, and the survey was done by the fall of 1909. The valuations ranged from $3 to $10 per acre; 22 quarter sections were valued at less than the $6 minimum. The sale was announced for November 3, 1909. Agent Day was given charge of the sale, and it was advertised for three weeks in nine newspapers in Regina, Saskatoon, Edmonton, Moose Jaw, Battleford, Winnipeg, and Toronto. The terms of sale were to be payment in 10 instalments, with 5 per cent interest on unpaid instalments (NA, RG 10, vol. 4041, file 335933).

Even before the survey was complete, there was interest in the sales. The Battleford Board of Trade asked for 2000 copies of the map of the area for distribution. There was local concern that the Department had not allowed sufficient time for advertising and preparation. W.W. Smith, Secretary of the Battleford Board of Trade, wrote to DSGIA Frank Pedley on October 20, 1909, asking for the sale to be postponed until spring, to give them time to get people "on the ground." Smith thought this would be the best way to prevent speculation, although he also stated that he had received inquiries from eastern Canada and the United States. Secretary J.D. McLean argued to Pedley that the Indians would not accept a delay, and that the fall date would permit use of cash from fall crop sales. There was no mention of the potential buyers who were making inquiries (NA, RG 10, vol. 4041, file 335933).

The auction was extended from the third into the fourth of November. The auctioneer was Thomas Lecky, of the Champagne, Speers, and Simpson firm. The quarter section on which the English Church mission buildings, the Thunderchild farm buildings, and the schoolhouse were located was reserved from sale. So, too, was the graveyard, land claimed by the Hudson's Bay Company, and the Highgate station grounds and townsite. Day wired McLean a few days before the sale to say that he had the reference book, but it was missing data on one fractional (a quarter section less than 160 acres): "parties are desirous of bidding." On November 2, McLean wired the missing information. The land sold at an average of $8.75 per acre. In all, 29,000 acres were sold, 4603 acres were unsold, and 2249 acres were reserved from sale. Day reported November 10, 1909, that the sale was quiet, and most of the land had been scouted prior to sale. A group of French Canadians from Michigan bought some of the land, but so did a group of speculators. A second sale, on June 1, 1910, disposed of the remainder of the land.

According to the private papers of F.W. Grant, who bought a significant amount of the land either alone or in partnership with William Preston, a meeting was held in Battleford on November 3 and 4, before the sale. Grant acted as secretary, at the Windsor Hotel, and several others were present who would show up as purchasers: J.T. Brown, H. Cameron, W.J. Aikins, W.A. Kenning, and A.J. McCormack. Mr Bennett and Mr Simpson (of the same firm as the auctioneer, Champagne, Speers, and Simpson) attended, and, like the others, were assigned land to buy, but did not do so. According to the notes of the meeting, its purpose was to decide who would buy what land. For the most part, the assignments matched the actual purchases. The private law papers also revealed that Grant, who was a purchaser at several other Indian land sales, was finding out upset prices in advance of sales, a practice that was prohibited. McMahon (1985, 49-51) cites research linking the handwriting on the margins of the descriptions of land to P.J. O'Connor, a clerk at Headquarters, and to J.D. McLean himself.

James T. Brown, a lawyer and judge from Moosomin, Sask., bought 17 parcels, 2240 acres, although most of his purchases were cancelled when he defaulted on payments; much of the land he bought was actually assigned to F.W. Grant. Others who bought land included W.A. Kenning, W.J. Aikins, MLA Benjamin Prince (who had pressed for the surrender), Father Delmas and the Oblates, J.H. Lamont of Regina, William Hood of Winnipeg, and W.W. Smith, the Secretary of the Battleford Board of Trade. There was also a large group from Michigan. Lamont, a Liberal, and an associate of Clifford Sifton, assigned his land to Philip Poudrier, of the Thunderchild Land Co., and Louis Huard and Alfred Gagnon, of the Delmas Farm Co. Ltd. W.A. Kenning was representing a group of Kenning relations, as he had at the Crooked Lakes sales; George Stewart was involved here also. Aikins, of Dunnville, Ont., also made some purchases with William Preston, Grant's partner. The speculators had considerable difficulty reselling the land, and many sales went into default. Grant, Brown, and Preston all had sales cancelled, although not until 1925-27. Extensions were granted, and transfers were allowed when payment of principal was in arrears (see McMahon 1985, 56-59).

Some of the terms of the surrender were met, and some were not. Although the new reserve was surveyed and people moved onto it, the land was not actually purchased from the Department of the Interior until the 1920s, and not confirmed until 1973. The new reserve, which did not include title to minerals, was inferior in quality, and the Band had great difficulty getting re-established in farming in the coming years. In 1930, Commissioner Graham wrote to Deputy Minister D.C. Scott about land on another reserve, but noted in his letter that the present Moosomin reserve was "hilly, stony, in a frost belt, and practically useless as a farming proposition" (see McMahon 1985, 63).

In 1916 the Band finally got the promised timber lands, IR 112F, confirmed in 1929. The sawmill was operated for a few years on the Thunderchild reserve and was sold in 1930, the proceeds going to Thunderchild. The provision for quarterly interest distribution, which was in the proposal from the Band but not in the final agreement, was not honoured; annual distributions began in 1911. Free rations were provided (see McMahon 1985, 65-72).

PEIGAN IR 147

Surrender of 1909

The surrender of IR 147, signed on August 18, 1909, contained the following terms:

- surrender of 23,500 acres
- land to be sold at a minimum of $10 per acre
- 30 per cent of proceeds to be used to purchase and to house motorized equipment for community farming; to purchase seed grain, grass seed, material and construction costs of storehouses or elevators; and for fence materials
- $25,000 to be set aside to purchase work horses, wagons, and harnesses, and to be issued to individual working Indians as required
- remainder of proceeds to be funded and interest expended in operation of motorized equipment, clothing for the aged and infirm, and other requirements that the government deemed conducive to band welfare

There was no mention of payment for buildings and improvements, or for rations. The surrender was submitted for approval on August 20, 1909, and the land was to be sold without reference to the Land Regulations. The Order in Council (PC 1823/1909) was passed August 28.

Surveyor J.K. McLean, who had been in the region when the surrender was taken and had attended the meetings, at Inspector J.H. Markle's request, began to subdivide the surrendered portion immediately. He submitted the plans and valuations in September, with an average per acre value of just over $12. Many quarter sections were valued at less than $10 per acre, however. McLean also put a value on the buildings and improvements of the Indians, and on the value of the Roman Catholic school. The former would not add to the value of the land sales, he said, and would have to be paid for out of receipts; the latter would no longer be used because it adjoined the surrendered sections. The Department came to an agreement with the owners of improvements about value before it put these quarter sections on the market (NA, RG 10, vol. 4034, file 302340-1).

On October 2, after learning from Inspector Markle that the latter had recommended a sale date of December 15, McLean wrote to DSGIA Frank Pedley suggesting changing the date to between November 20 and December 6, because many prospective buyers would be travelling east for Christmas by December 15. Non-local buyers would be reluctant to leave home as well. His suggestion was accepted and the sale set for November 24. George Walton, of 124 Grain Exchange, Winnipeg, was auctioneer, and Markle was placed in charge of the sale. The terms of sale were 10 payments, one-tenth down payment, and 5 per cent interest charged on the unpaid principal.

On September 14, at the same time he forwarded his plans, McLean also submitted a list of 22 people to whom he recommended information be sent about the sale. Most of these were from southern Alberta. E.H. Maunsell, who held the grazing lease, was included, as were the Cridland Brothers, two MPPs for Alberta, and local ranchers. There were several other inquiries on file, including one from E.J. Hanford of Toronto, and one from the Lethbridge Woollen Company, G.L. Whelen, secretary treasurer. And, when Colin McLeod was trying to stop the sale, Markle wired Pedley on November 19, saying that he understood buyers were coming from Oregon, New York, and other states (NA, RG 10, vol. 4034, file 302340-1). Another exchange of letters between Markle and the Department just before the sale confirmed that the mineral rights would be sold with the surface rights.

Markle wrote to the Department on November 26, to report on the sale at Pincher Creek. Not all the land sold, only 12,196 acres, at an average price of just over $16 per acre; 10,142 acres were not sold, including section 8, which was withheld from sale pending resolution of HBC claims. Two parcels occupied by Indians, who had not yet agreed on a price for improvements, were also withheld. Markle was planning to keep an offer open for one more day for private sales at the upset price. He recommended then reducing the upset prices of any land unsold, having been advised by potential buyers that the prices were a little too high. These lands could be sold at auction in February, or else the new prices could be printed and distributed and people would have an option of purchasing at the new prices, privately, from the Agent. Markle was informed on December 21 by Secretary J.D. McLean that the prices should not be reduced because the land sold at auction had gone for considerably more than the upset price (NA, RG 10, vol. 4034, file 302340-1).

The lawyer who had represented the opponents to the surrender, Colin McLeod, sought an injunction to block the sale, but was unsuccessful. The application was brought before Chief Justice Arthur Sifton (Clifford Sifton's brother) on November 23, and was denied on the basis that the applicants could have started the action earlier, rather than the day before the sale. Notices were also posted at the auction warning potential buyers that action would be taken against buyers to invalidate sales. The North West Mounted Police were brought in, and a "scout" was sent to the reserve to determine whether any violence was threatened. The Roman Catholic sisters teaching at the school were asked to provide information when it appeared that the Indians on reserve would refuse to speak to the scout. Superintendent Primrose of the NWMP sent this information to the Department on December 1, along with the warning that the Indians might engage in vandalism against the buyers or settlers. Apparently Minister Frank Oliver had recently come to interview the Indians and had been told as much (NA, RG 10, vol. 4034, file 302340-1).

On March 28, 1910, Chief Big Swan posted notices in Fort Macleod and district warning buyers that any who attempted to enter the surrendered and sold lands would be ejected forcibly. In a letter to Primrose on April 1, 1910, Constable Fyffe maintained that lawyer McLeod was behind the notices, but that he did not believe any of the settlers would be harmed. An individual named H.C. Ross wrote to Pedley on April 12, 1910, recommending against the Chiefs being deposed; the deposition of the council would lead to bad feelings. In May 1910, three of the Chiefs called on buyers Maxwell, Shaver, and the Cridland brothers and asked them to stop plowing. Constable Fyffe reported that Mr Shaver was told that the young men said that only the young men voted, and that the Chiefs were not being consulted (NA, RG 10, vol. 4034, file 302340-1).

The Reverend Mr Haynes at Brocket was asked by Secretary J.D. McLean on May 13 to speak to the Indians on reserve about the finality of the vote, and to try to dissuade them from making trouble. On June 10, 1910, McLean advised Fred White, Comptroller, RNWMP, that the police should be on alert, at the call of the Agent. At the same time, Haynes reported that people were calming down, with only a few still bitter over events. He said that the lawyer was being paid one dollar per head for those he influenced. He also alleged that Mr Maunsell, who held the grazing lease, was behind the discontent. Haynes called for the deposition of the Chiefs, and their replacement by younger men (NA, RG 10, vol. 4034, file 302340-1).

The buyers at the original sale were mostly from southern Alberta.

- One of those buying the most land was Joseph Maxwell, of New Rockford, ND, who bought 21 quarter sections of land in connection with Henry J. Shaver of Brocket. Almost immediately he began to ask for latitude in payments. In 1912 he got his friend, John Herron, MP, to write on his behalf, asking for acceptance of payment of interest only, because the partner, Shaver, had not put up his share of the cash. In 1928, 18 of the quarter sections had been paid for, and three sales had been cancelled, to be resold to Maxwell (see NA, RG 10, vol. 6691, file 116A-1-4).

- Two quarter sections went to Jean Laidlaw of Hamilton, Ont., and her female partner.

- Dr J.D. Lafferty bought land with Wilton Allhusen of Lyme Regis, Eng., and with George H. Ross, a Calgary lawyer. (Ormsby Allhusen, Wilton's son, lived in Calgary and acted as his father's attorney.) Lafferty was at the time on contract to the Department as a medical attendant to the nearby reserves, including the Peigan. Lafferty and Allhusen picked up 6 quarter sections bought by James Fisk.

  Lafferty began to farm the land himself and soon fell behind in paying for his share of the partnership. In 1913 the partners began to try to sell some of the land. They were told that their payments would have to be up to date to get an assignment registered. As the accounts fell more seriously into arrears, they began to sell the land, but monies were still due in the 1920s (NA, RG 10, vol. 6691, file 116A-1-5).

  George H. Ross, one of Lafferty's partners, was with the firm Short, Ross and Selwood of Calgary. They then represented Lafferty and Allhusen in their business interests, and appear to have made some of the payments on the land.

- Andrew G. Ross, manager of the Trusts and Guarantee Co., Calgary, also bought land, and assigned some of it to Lafferty and Allhusen. He is clearly connected to George Ross.

- Louis Cabana of Sainte-Rosalie, Que., bought a few quarter sections.

- Janet Black (Mrs William Black), of Brocket, bought land and assigned it to Maxwell and to Lafferty and Allhusen.

- The Cridland Brothers, ranchers from Summerville, Alta., bought a large block of land.

- Land was purchased by a small syndicate from Calgary consisting of Mary Spence, William Spence, physician, David Smith, agent for Massey Harris, William Egbert, physician, and William J. Dilworth, also a Massey Harris agent. Half the land was then assigned to Dilworth, and the rest went to his partners.

- Joseph Edward Woods, of Woods and Steel, surveyors and engineers, bought land and got more land on assignment from William Dugan, also of Pincher Creek,

- Humphrey Annable of the Taber Land Company bought a couple of sections.

According to a letter from Markle dated March 29, 1910, the purchases promised under the surrender had begun, and the Indians appeared well satisfied with the results. These included a steam engine, horses, harnesses, wagons, and granaries. Outfits were given to band members with the expectation that they would be repaid in six years.

Constable Fyffe, in his April 1, 1910, letter to Superintendent Primrose, said that the first distribution of free rations had been issued, and that those opposed to the surrender had not participated. In a letter of September 23, 1913, about rations, Markle said that it was understood at the time of surrender that rations were to be issued for two years, but rations had continued past that time, and that efforts to get band members farming were not as successful as he had hoped. As long as the Indians did not look after their cattle, and were receiving rations, the Blood Indians would have no inducement to surrender. In a letter of May 18, 1966, he said that the promise was for three years (NA, RG 10, series A, vol. 1416). This and other correspondence in 1915 and 1916 makes clear that Markle had promised each farmer that 40 acres would be broken for free, and there would be free seed grain for the first year. On June 29, 1915, McLean asserted that the Department would live up to these promises (NA, RG 10, vol. 7596, file 10116-1).

By 1915 the Agent at Peigan was being informed that the interest account was overdrawn and that collections were slow. The Department could not consent to loans being made to individual Peigan farmers, because these were not being repaid on time either. If the farming was not self-sustaining, it should be discontinued, Secretary McLean said in a letter on May 17, 1915. Markle supported this view. As the restrictions on purchases and rations became obvious, and rations were discontinued in 1917, the Band protested. A meeting on April 25, 1917, revealed, according to Markle, that the Chiefs believed that the surrender would produce cash on a continuing basis for their needs (NA, RG 10, vol. 7596, file 10116-1).

There appears to have been a further sale on June 1, 1910, at which Joseph Maxwell and H.J. Shaver, as well as several other local residents, bought more land. Not all the land was sold, however. In 1914, the unsold Peigan lands were withdrawn from sale and set aside as a winter grazing range; over the years they were leased to outsiders. In 1954 the Band voted to overturn the surrender in order to put the unsold land back into the reserve, and in 1956 the unsold land was reconstituted into the reserve (DIAND, file 773/30-3-147/2).

BLACKFOOT/SIKSIKA IR 146

Surrender of 1910

The terms of the surrender taken on June 15, 1910, were drawn from earlier proposals for surrender, "negotiated" by Inspector J.A. Markle, and from the Peigan surrender, which Markle had taken the previous years. The terms included the following:

- 115,000 acres, more or less, surrendered on the south side of the reserve, south of the Bow River. All coal rights were reserved in the Crown and would not be sold with the land.
- the land to be sold for a minimum of $1.6 million
- $50,000 from the proceeds to be invested in working outfits, the cost of which was to be repaid by the Indians within six years
- $350,000 to be expended within five years of the sale, or as soon as the receipts from the sale warranted, to build 160 cottages, 100 stables, and to buy furnishings (cookstoves, tables, chairs, beds, mattresses, blankets); 8 agricultural motors and ploughs, 2 granaries, 2 elevators, 2 toolsheds, 1 well-boring outfit, fence materials, repairs of roads and culverts
- remaining money to be funded and interest accrued, together with *interest on deferred payments* [a new Department policy], to be used for operating expenses for the equipment, for repairs, for wages for a farm instructor/food distributor; to pay for clothing and blankets for the old and infirm, rations (maximum 7 lbs meat weekly, 5 lbs flour weekly, and 1 lb tea per month per member), or in any other manner which the Government might deem conducive to the welfare of the Indians.

The Order in Council (PC 1669/1910) accepting the surrender was passed on August 22, 1910, and specified that the sale was to take place without reference to the Land Regulations.

Inspector Markle began immediately to manage the sales and implementation. On June 20, 1910, he asked Secretary J.D. McLean whether he was to be responsible for implementation. If so, he would need to be relieved of some inspection duties. He enclosed a draft of a catalogue "that would meet the views of intending land buyers." Markle recommended including the upset prices for every parcel, making 2000 copies of the catalogue, and holding the sale in November in Calgary (NA, RG 10, vol. 3702, file 17537-3).

The very next day Markle wrote about the need for additional staff for agricultural work; the surrender specified extra wages, but he did not feel this was enough. None of the existing staff was up to the additional work, either because of competence or physical limitations. Markle wanted an assistant agent, an up-to-date farmer, and assistant farmer, plus occasional part-time help. Additional buildings would be required. Markle suggested that some of these expenses could be paid for out of the management fees. In later correspondence, Markle drew up his own forms for recording sales and assignments; these were rejected by McLean on November 9 because they were not standard forms (NA, RG 10, vol. 3702, file 17537-3).

The surrendered part of the reserve was to be subdivided by W.H. Waddell amid great local interest in the sale. Both the Bassano and the Gleichen Boards of Trade petitioned to have the sales conducted in their towns because of the number of people expected. The sale was not held until the summer of 1911; the survey did not take place until spring.

On February 4, 1911, Markle wrote to McLean about a petition planned by the Farmers' Union to have certain restrictions placed on the conditions of sale. Markle believed that these conditions, if the government acceded, would reduce the value of the land and contradict the understanding of the Indians:

> I may say that while this question was under discussion with the Indians, and before they agreed to the surrender, the Indians were assured that the Department would deal justly with them and secure the best possible price for the land in question.

In the spring of 1911, the catalogue recommended by Markle was prepared, and sent to some 200 prospective purchasers. The list included figures well known in Indian land business, including Wilbur Bennett and F.W. Grant, the Luse Land Company, A.W. Fraser, D.H. Hudson, John Hayes of Chapleau, James Gibbons of Edmonton, and C.W. Speers of Brandon. A number of Americans and politicians were on the list, as usual. Advertisements were placed in 20 newspapers, four in Quebec, three in Ontario, three in Saskatchewan, one in Winnipeg (the Liberal *Free Press*), and the rest in Alberta. Buyers were directed to Agent Gooderham, to Markle, or to the dominion lands agents at Calgary, Lethbridge, or Medicine Hat for further information. Whatever restrictions on bidding had been suggested by the Farmers' Union were rejected, according to an April 28 article in the *Albertan*. Everyone would be allowed to bid, and speculation was to be discouraged. Markle was placed in charge of the sale, which was set for June 14, at Gleichen (NA, RG 10, vol. 3702, file 17537-3). J.A. Sterling was retained as auctioneer. Possibly because of the amount of land, his fees were set at a maximum of $500, rather than the usual $200 (NA, RG 10, vol. 6621, file 104A-1-5; vol. 3702, file 17537-4). The Agency clerk at the sale, John William Jowett, had originally been a clerk in the Regina Commissioner's Office in 1886.

The sale, which had been estimated to run at least four days, concluded in only two. Fifty-five per cent of the land was sold at auction. The town of Gleichen, according to a letter of complaint from Markle dated June 26, 1911, held some social events during the sale, to take advantage of the visitors and additional business. One of the events was a horse race. Many Blackfoot people attended and bet on the race, and, even though one of their horses won, Markle said, the judge would not recognize it, and the Blackfoot lost all their money to the whites attending (NA, RG 10, vol. 6621, file 104A-1-5).

The upset prices were known before the sale, and few parcels went for much more; most opened their bids at or slightly above the upset price. A total of $97,644 was collected at the sale (one-tenth of total proceeds), bringing prices in at an average of $15 per acre, just above Markle's $14 per acre estimate. Markle blamed a tight money market for the failure to sell all the parcels (NA, RG 10, vol. 6621, file 104A-1-6).

There were many Alberta buyers, and, according to press coverage, most of them were farmers or ranchers. (Evidently people expected a CPR line, the Suffield-Alderside line, to be built through the reserve — which it was, in 1915). There were several men who bought large amounts of land, however. F.A. Kilbourn of Calgary and Montreal bought the most land and was identified as a speculator; he offered to buy some unsold land at upset price after the sale, and was turned down. Felix McHugh, J.E. Mooney, Dr G.A. Shamberger, A.M. Grace, William Stuckey, James Shouldice (a barrister from Calgary, of Walsh, McCarthy, and Carson), James D. Ponton (Edmonton realtor) and syndicate, Charles McKinnon and James A. Nesbitt, William Bradburn and Richard Knight, and Frank Butler were among the largest buyers. There was one buyer from Iowa, W.J. Holahan, from Mason City, and some from Washington State. The surveyor hired on contract to subdivide the reserve, W.H. Waddell, bought land. J.D. McGregor of Brandon, was one of the biggest buyers. One of Sifton's associates, he was part of the Milk River Cattle Company enterprise with Sifton, and named in several Ferguson Commissioner scandals. McGregor was involved with Turiff and Adamson in some grazing lease affairs.

Markle met some controversy, and some censure from the Department, when it became known that he had altered the terms of sale at the time of the auction. The change he made was contrary to what was publicized before the sale, and was announced only at the opening of the auction. The conditions of sale required a buyer to place a $100 cash deposit to hold the bid and to pay the balance of the 10 per cent down payment before the close of the sale. Most buyers therefore assumed that they would have three or four days to assemble the necessary cash for the complete down payment. Evidently in an effort to shorten the time frame of the sale, Markle told buyers they had until the close of the day to pay the down payment, or else the land would be put up again the following day. Apparently buyers were not required to place the immediate $100 cash deposit.

The Department blamed Markle for losing at least one deposit with the unauthorized change, because the buyer's finances did not come through before the close of sale. (Eventually the Department agreed to accept Felix McHugh's money and to conclude the sale.) There was also a dispute between the speculator Kilbourn and J.E. Mooney. The latter had marked a block of land for a farm, but his bid on one quarter section was unsuccessful, and the land went to Kilbourn. Mooney alleged that his was the last bid made, at $17 per acre, but Markle, supported by the surveyor Fairchild and the auctioneer, asserted that Kilbourn had made the $17 per acre bid, and the land went to him. Kilbourn then refused to entertain any prospects of selling it back to Mooney, even after Markle, by his word, intervened. Mooney threatened court action, and his legal counsel named Markle as to blame for having changed the conditions of sale. Mooney had understood that he did not have to pay his deposit right away, and did not do so; thus he was unaware until the close of the first day that he had lost the sale. When he complained to Markle and had witnesses sign a written statement about his bid, Markle promised to put the land back up for sale the following day, but he did not do so. (See correspondence among the parties from June 1911 to April 1912, NA, RG 10, vol. 6621, file 104A-1-6.)

In another letter on file, dated June 28, Markle reported to McLean on an arrangement he had made with Kilbourn before the sale:

> Before the sale started no one knew the number of days the land would be up at auction and Mr. Kilbourn expected, so he assured me, to receive more funds from some outside point to make the 1/10 down payment. The sale was concluded on the afternoon of the 15th, and before the expected funds arrived. Before the sale started

> Mr. Kilbourn made a substantial deposit and it was understood between us that at the close of the sale I would either refund or he would pay up any sum that was deficient. At the close of the sale on the evening of the 15th, we found that he had purchased more than he had funds to make payment on and a number of purchases were cancelled therefor. I agreed to accept the 1/10 payment on these parcels on the afternoon of the 19th but as it was not tendered on that afternoon I concluded to close the record and so instructed Mr. Jowett who had charge of the record. On the evening of the 19th I received a phone message from Mr. Kilbourn that he was then ready to take up the parcels referred to but I informed him that I had instructed Mr. Jowett to consider the record closed.

Markle went on to say that Mr Kilbourn had bought most of his land at the upset price and wanted to buy the land he was unable to secure, plus 20 additional parcels at upset price. This request, was, however, denied by the Department (NA, RG 10, vol. 6621, file 104A-1-6).

Mooney's lawyer, A. Ballachey, stated in a letter dated April 6, 1912, that a number of buyers noticed that the auctioneer would knock down land whenever Kilbourn bid, therefore assuring him of the sale. Kilbourn was alleged to be a speculator bidding on behalf of a syndicate. Kilbourn's Calgary letterhead listed him as a realtor and insurance agent. Correspondence from his sales file reveals:

- He commissioned agents to sell the land in England and the western United States.
- One of the reasons he was speculating was that he expected the CPR to build the Suffield-Alderside line through the reserve.
- Soon after the sale he began to have trouble selling land and making payments, apparently because of poor crops. Upon the intervention of R.B. Bennett, MP, in 1912, his time for payments was extended for that year.
- He did eventually sell the contentious quarter section to Mooney in 1914.
- He had hoped to buy more land at the proposed 1912 land sale.
- He acted as agent for the Blackfoot Farming Co. in the 1917 sale; he had also sold some of his 1911 land to it (NA, RG 10, 6624, file 104-1-41-1).

Some of Markle's actions in this surrender are questionable and are worth noting here. If Markle allowed Kilbourn to place his deposits in advance, and then changed the conditions of sale to forgo the immediate $100 deposit at the time of acceptance of bid, this would have assured Kilbourn of his prepaid sales. Markle also extended the time for Kilbourn to make his down payment, but did not do the same for McHugh. Markle then tried to get additional land sold privately to Kilbourn at upset value.

As the sale was being prepared, the Department's attention also turned to the implementation of the terms of the surrender. Rations began in the month of sale. In May 1911, Markle was asked about the items specified for purchase in the surrender; obviously it was too late to use any agricultural implements for the current crop year. Purchasing must have begun slowly, because in August the Indians began to ask the Department when the terms, beyond the rations, would be fulfilled. They of course knew that the land sale had taken place. Agent Gooderham was told by McLean on August 19 that Markle was indeed in charge of implementing the terms of surrender and was making plans to build 20 cottages, granaries, and a warehouse (NA, RG 10, vol. 3702, file 17537-3).

Preliminary plans were made to hold another land sale in the summer of 1912, but it was cancelled. In January 1913 the Department again considered a sale. Both the capital and interest funds were depleted and were not sufficient to cover construction costs or the costs of rations, according to a memorandum of January 16 from Accountant D.C. Scott to DSGIA Frank Pedley. Purchasers were not meeting their payments.

Over that winter and spring the band members began to complain about several issues, including the requirement that they repay the fund for implements and livestock. They had understood that they were to be given mares and cattle for breeding purposes. Scott wrote to Pedley again on April 14, 1913:

> Chief Yellow Horse must have understood the conditions of the surrender, because the Indians discussed the matter between themselves after it was explained to them. Mr. Inspector Markle reported that one Head and seven minor Chiefs supported the Surrender, and one Head and four minor Chiefs voted against it. As the White man not making money growing grain, this is only true in the case of complete failure of crops. The growing of grain by the Indians is an experiment under the terms of the Surrender and it should be given a fair trial before condemning it. (NA, RG 10, vol. 3702, file 17537-3)

Markle suggested on February 12, 1917, that the Department should raise interest on sales to 8 per cent, and give a reduction in interest to those who paid before it was due. He also thought that the amount of time which could pass without payment should be limited; for example, the sales would be cancelled if purchasers were three years behind with interest, or five years with payment of principal (NA, RG 10, vol. 6624, file 104A-1-41/1).

A second planned sale in the summer of 1913 was also postponed because money was tight, according to Markle, and the June 1911 buyers were not meeting payments. Markle thought it would be unfair to reduce upset prices at a further sale, since the 1911 buyers would not be pleased. On January 13, 1914, Markle wrote to the Department and suggested a further sale in the spring or early summer. He suggested making the terms easier, more competitive with CPR payment plans: one-tenth down, and 18 additional payments, at 5 per cent interest. He also asked that purchasers on a given quarter section be given the option of acquiring the adjacent quarters in the same section at the same price, providing the upset price on these additional quarters was not higher than the price paid for the original quarter. "I urge consideration of this because I was told by several parties that they would have attended the last land sale with a view of purchasing but when they learned that only one quarter could be obtained at a single deal they decided not to attend the sale" (NA, RG 10, vol. 3702, file 17537-3).

Apparently no further sale was conducted until 1917, however, possibly because land sales in the area were not strong, and many buyers from 1911 continued to default on payments. In April 1915, payments were $223,796.76 in arrears, and the Department was having to find moneys elsewhere to pay for rations (memorandum from F. Paget, April 14, 1915). The Department proposed cutting back on the rations, an action the Agent and the Band strongly opposed. Agent Gooderham wrote to DSGIA D.C. Scott on May 1, 1915:

> The Indians, however, insist that they made the surrender of land largely on the ground that they were promised rations, not only for themselves, but for succeeding generations. They have been assured of the certainty of this again and again, by the Inspector, the Agent, and Staff as well as by the Missionaries on the Reserve, and by Members of Parliament and by visiting officials. The Indians insist that in surrendering the land, they fulfilled their part of the agreement, and that the whole further responsibility of selling the land, collecting the money etc – rests upon the Government, and they drew up and handed to Mr. Inspector Markle a resolution,

> which is now probably in the hands of the Department. (NA, RG 10, vol. 3702, file 17537-3)

Inspector Markle had written a long letter to Scott on April 30, 1915, concerning a meeting he had held that day with the Blackfoot; they had brought in the missionaries, as well as their own legal counsel.

> Both the Rev. Canon Stocken and the Rev. Father Levern expressed sympathy with the stand the Indians were taking and stated that before the surrender was voted on quite a number of the Indians had asked them as to whether they would depend upon the Department carrying out the conditions as of the surrender if they agreed to it and the Department afterwards ratified it and their reply was, in effect, that "it is as binding as the treaty and that they [the Indians] were perfectly safe in accepting the conditions stated therein, including the supply of food for all time to come." The missionaries named have said that if the agreement is not now carried out in the spirit in which it was accepted by the Indians that the Indians are not likely to have much confidence in the future in statements made by either the Department or the Missionaries.
>
> Mr. Corey [legal counsel for Blackfoot] said that diligence had not been exercised on the part of the Trustees, in his opinion, in placing the unsold land in the market or in the collections of payments and interest on the land sold during June, 1911, therefore the Department were honourably bound to supply the funds to carry out the conditions of surrender.
>
> If you refer to the record of that sale held during June 1911 you will observe that a Mr. Kilbourn purchased land to the value of about $150,000.00. I am aware that Mr. Kilbourn was anxious for another sale for he frequently inquired from me as to when another sale would be called. It is my opinion that he was prepared to make further purchases and the fact that there was still more than 50% of the land in question unsold hindered him from turning over much of the land he had purchased. Mr. Kilbourn paid in many instances a greater sum than the upset price and naturally wanted to sell at a profit. Prospective buyers of land likely held an old Catalogue of the land and hoped to secure land at the 2nd. sale at, or near, the upset prices, therefore they were not inclined to purchase from Mr. Kilbourn. As I stated in a former letter I was sorry when the 2nd. sale, announced for June, 1912, was cancelled. If a sale had been held about the month of November, 1911, there would be very little unsold Blackfoot land. (NA, RG 10, vol. 3702, file 17537-3)

DSGIA Scott replied to Markle on May 12, 1915, asking how Markle had described the surrender issue to the Indians.

> You surely could not have allowed the statements made by the missionaries to pass unchallenged; and the allegation made by Mr. Gooderham in the first paragraph of his letter, that the Indians have been assured of the certainty of the rations by the Inspector, the Agent and the staff, calls for some explanation on the part of our officials. I took it for granted that you would read the surrender to them and explain the undertaking, and I cannot yet believe that that was not done. If you read the surrender you will see that there is no obligation whatever to provide this ration unless the funds are available, and the stated obligation with reference to the free supply of rations is the last on the list . . . In view of the terms of the surrender, I can hardly credit that our officers would fail to explain to the Indians the true intent and meaning of the surrender. It must originally have been explained to them, and the stipulations should have been gone over clause by clause at the meeting on the 30th April.

Markle replied May 25 that at the recent meeting he had reminded the people that he had told them before the surrender that the payment of rations was contingent upon the receipt of interest payments from buyers. He also told them that the Department had been advancing its own money to pay the costs of rations.

> While I am not now able to state all of the questions that were asked and the replies given thereto, when the conditions of the surrender were under review, I remember that some members of the band wanted to know whether the rations were to be perpetual or for a stated number of years and that they were told that the Interest Funds provided for a perpetual weekly food issue. I conscientiously believed this to be true, if I had thought otherwise I would have so informed them. My impression is that Mr. Gooderham and the Rev. Canon Stocken and the Rev. Father Levern were as solidly impressed with this view as myself, i.e. when the issue of rations once started that it would be continued. Before the vote was taken, June 15th, 1910, the whole agreement was read over and translated to the interested Indians, and there was a rough sketch of the reserve posted up so that every Indian could see the portion of the reserve to be released and thereby assisted to give an intelligent decision for or against the proposal. The clause in the surrender which reads, "or in such other manner as the Government of Canada may deem most conducive to our welfare and that of our people" was not questioned, according to my memory now, and I do not think that they were informed that the Government reserved the right to change any of the conditions contained in the surrender. My impression is that if they had then been so informed that a majority of the band would have refused to agree to the proposed release of land in question. (NA, RG 10, vol. 3702, file 17537-3)

Scott nonetheless reduced the beef and tea rations in June 1915 on the understanding that the surrender had named a maximum, not a minimum, amount to be supplied.

In September 1916, a group of Gleichen-area residents petitioned Dr Roche, then Minister of Indian Affairs, to hold another sale, and to put up for sale not only the unsold lands from the first auction, but those lands held by speculators who had not made their payments. They asked that it be held in April or May, that the sale be held at Gleichen, and that the land be offered at the original upset prices. A second sale of land was held on June 6, 1917, at Gleichen. Agent J.H. Gooderham was in charge of the sale, and W.L. Tolton of Grainger, Alta, was the auctioneer. Once again there was an extensive mailing of pamphlets and distribution of posters. Gooderham reported on June 18 that the sale was very successful, bringing in $134,492.00. There were 400 to 500 buyers present, and every parcel sold at an average price of $23 per acre, 40 to 50 per cent higher than at the first sale. It appears that there was no sale of cancelled purchases from 1911 (NA, RG 10, vol. 4063, file 406557). In 1958, 3878.6 acres were reconstituted as part of the reserve, possibly because of cancellations.

A letter was sent to the *Calgary News Telegram* on May 21, 1917, about the forthcoming sale from "Pro Bono Publico." The letter alleged that after a meeting of the "U.F.A." on May 10, a few prominent members held another meeting to conspire to "defraud the Dominion Government and the Indians of the Blackfoot reserve, at the forthcoming auction sale of land of the reserve." The writer alleged that the men met to allot quarter sections to particular buyers, and to agree in advance not to bid against each other. They also appointed three people to keep prospective buyers away, so prices would be lower (NA, RG 10, vol. 4063, file 406557).

The sale of land improved the Department's abilities to meet the surrender terms. Health conditions improved with the rationing and the new houses. Although 60 houses were built in 1912, the remainder were not built until after the 1917 sale (Jobson 1990, 49-55). Two farming areas were set up in 1912, one near Gleichen, and one near Cluny. Two steam plows were bought, and Markle, as he had promised verbally, had 40 acres broken for each farmer. Farming operations improved over the next five years. More farmers began to farm after the second sale, but poor weather in 1918 and 1919 reduced the output. The Greater Production Scheme under Inspector Graham resulted in a quarter of the cultivated land being leased to outside farmers between 1917 and 1921. The people were relying on ranching, wage work, and hay sales, with the "insurance" of rations (Jobson 1990, 58-66). Jobson (1990) contends that the rations, housing, farm equipment, and other assistance provided by the surrender helped the Blackfoot to move towards both self-sufficiency and cultural preservation. The 1920s were prosperous years for their farming, but in the 1930s and 1940s while maintaining an enforced and unsatisfactory dependency on government, they fell behind neighbouring non-Indian farmers, as the latter turned to power operations.

MISTAWASIS IR 103

Surrender of 1911

This section contains information on the 1917 and 1919 surrenders.

The terms of the surrender taken on March 20, 1911, in Mistawasis, by Agent Thomas Borthwick, were detailed. Once the land was sold, the proceeds were to be used as follows:

- post, wires, material, and labour for a four-strand fence, to be advanced from sale proceeds
- traction engine, eight-furrow plow, and separator plus fuel, to be advanced against sale proceeds
- the cost per acre of operating the plow and separator to be charged against individual Indians, to be paid from crop sales
- one-half of the remaining proceeds to be spent on horses and machinery, as required
- no equipment to be used by neighbouring reserves without the sanction of the full council
- the remainder of the proceeds to be placed to the credit of the Band; the interest accruing from year to year to be used for repairs and maintenance.

Upon submitting the surrender, Borthwick made an immediate recommendation to change the terms. The surrender gave the Band full ownership over the engine and separator, which would be of no benefit to the other Indians in the Agency. Therefore Borthwick recommended, and Secretary J.D. McLean approved, the purchase of the machinery through Agency funds rather than band funds, with a charge to each Indian who used it (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

The surrender was accepted by Order in Council PC 973/1911, dated April 20, 1911. The land was to be sold according to the best interests of the Indians, it stated, but it made no mention of the Land Regulations.

Borthwick then placed valuations on the land, most around $12 per acre. The prices were accepted by Chief Surveyor Samuel Bray, and the auction was held on August 2, 1911, at Shellbrook, Sask. All the land was bought by two individuals from Prince Albert, physician P.D. Tyerman and realtor W.R. McLeod. Purchase prices ranged from $12.75 to $21 per acre. These two individuals were "speculating" in the sense that they were promoting farm and ranch development on the lands they sold. They were, however, to fall far behind on payments after 1912 until 1917, when some of the interest money was finally paid. They then asked for an extension on payments. In 1919 the Department threatened to cancel sales. A new sales agreement was drawn up at that time, at an increased rate of interest, and in 1922 Tyerman assigned all his interest to McLeod. The Department accepted this assignment in spite of the arrears on the account. Eventually, some of the sales were cancelled, and some were only patented in 1946, after some rearrangement of debt load.

Meanwhile, the Band was anxious about the terms of surrender. A meeting was held August 7, 1911, at which the Chief and headmen presented a list of requests, including some on land sales. They asked that, after the fence material was paid for, one-half of the remainder of land sales proceeds be submitted to the Band for their disposal. Borthwick rejected this request in a letter to McLean on August 12, but he did suggest that some interest money should be distributed, as long as the Band gave an unconditional surrender of more land in the same area. He also mentioned that some bands had gotten teams of horses from the surrender proceeds. On August 29, 1911, McLean approved the dispersal of interest to the bands (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

Borthwick apparently pursued the idea of a second surrender, and met with the Band on September 7. The Band agreed to surrender the balance of the surveyed strip, if it could receive the entire balance of funds from the August sale for horses, machinery, and other items. Borthwick recommended that the surrender take place as soon as possible, but that the sale be deferred until the following May. Borthwick was authorized to take a surrender of 5066 acres in November, but the

Band rejected it because the Department would not agree to its terms (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

Further negotiations between the Band and the Department followed, with the Band insisting that the proceeds from the first sale be distributed on a per capita basis to be used to reduce debts. The Department was reluctant to do this, and wanted control of proceeds. In 1912 it agreed to turn over 50 per cent of the proceeds of both sales to the Band, but only under control of the Agent. In May 1912 Borthwick wrote McLean asking about the Department's position, as he needed to know how much of the reserve to fence. When the fencing was done, it omitted the proposed surrender area (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

James McKay, MP, wrote to Pedley on July 23 that one of the Mistawasis councillors had called on him about the proceeds from the last sale:

> He states that a little over a year ago nine Quarter Sections were sold on the Reserve, the Indians requesting that the proceeds of the sale should be divided among them. This the Government refused to do and later they consented to the sale of 27 more Quarter Sections on the understanding that half the proceeds of the total sales of the 36 quarters be given to the Indians immediately, and the balance be retained by the Government but the interest to be paid to the Indians annually . . . .

McLean sent McKay the terms of the 1911 surrender and explained that the fencing had been supplied, at the cost of about $5000, that the engine and separator had come out of Agency funds, and that the Indians had agreed to a further surrender. The Band reiterated its terms for a second surrender on October 8, 1912 (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

In fact, the Department had spent over $11,000 on horses, machinery, and fencing, twice as much as the land sales had brought in, so the Band was now in debt to it. There was no cash balance in the sale account to be distributed to the Band, and the account would remain in debt for years. Inspector Chisholm was asked by Pedley in late 1912 to investigate the need for a second surrender, and as a result the Department decided that a second surrender was not imperative, in spite of the debts from the advances, and in spite of extensive individual debt certified by Chisholm on April 29, 1913. Clearly the individuals were to reimburse the Department for horses received out of the surrender sales/advances. Chisholm reported on May 13 that the Band was selling cattle to pay debts, and that the extent of farming had diminished. He felt that a second surrender would result in the purchase of more equipment which could not be paid for. Similarly, Chisholm felt it was not wise to allow the Indians "to use their capital in paying up these debts" (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1). It is not clear where the funding was to come from.

On October 9, 1913, Borthwick wrote to McLean saying that he believed that the Band had $7483.64 in account from the 1911 surrender, after the land management fees and fencing materials were deducted, and he had finally decided that it would be a good idea to pay out the proceeds to cover the debts. He was told that this distribution could only have taken place at the time of surrender, according to the law, and that in any event there was no interest because the account was $5526.67 in arrears from the departmental advance. Meanwhile, creditors were asking for payment of debts, and local residents were asking for more land to be opened up. On November 4, 1914, the Joint Council of Mid-Northern Saskatchewan Municipalities wrote to the Minister of the Interior to have Mistawasis and Sandy Lake reserves opened to settlement (see also NA, RG 10, vol. 8856, file 672/18-10).

The Department refused to consider another surrender, but in 1915 the Band raised the subject of the sale of land from 1911. Agent S.A. Milligan wrote on the Band's behalf on January 19, 1915, stating that the Band would agree to surrender and to sell more land if 50 per cent of the proceeds of sale could be funded to the Band, with the remainder going into per capita payments to be used to pay off individual debts. Secretary McLean rejected the offer, asserting that the Department was not inclined to consider another surrender. On March 3, McLean wrote again to Milligan. The "Band" owed $5526.67 against the advance which had been made to the Band at the time of surrender in 1911. Until land sale payments sufficient to pay back this advance were received, no further distributions could be made. Meanwhile, individual farming debts of over $700 must be paid to the Department through some other means (NA, RG 10, Central Registry, file 674/34-13-103, vol.1)

The Department then paid only for medical supplies and rations for the destitute; band members had to use farm, service, and wage work to pay debts. In February 1917, Agent Milligan reported again to McLean that the Band was willing to surrender the remaining surveyed strip, and this time the Department agreed. DSGIA Scott authorized Milligan to take a surrender for 5028 acres plus road allowances. The meeting was held on May 21, 1917. Twenty-two of 39 voters attended, and all present voted in favour. A minimum sale price of $10 per acre was placed on the land. Half of the proceeds of the sale were to be funded, and half distributed. Milligan noted in his report on the surrender that the Band was aware of the arrears in the Tyerman-McLeod account and wanted interest to be compounded on arrears. This became a condition of the new surrender (NA, RG 10, Central Registry, file 674/34-13-103, vol. 1).

The land surrendered in 1917 was not sold immediately, but rather offered after the war to the Soldier Settlement Board (SSB). When the Department wanted a new surrender in 1919 of additional land (11,520 acres) to sell to the SSB, it asked the Band to replace the 1917 terms with a new set of terms on the recommendation of Commissioner Graham. Instead of a 50 per cent cash distribution, as the Band had asked for over many years, the new document allowed a $50 per capita immediate payment, with half the remaining proceeds to be placed in a capital account, as before, and the other half to be placed in a fund for specific purposes. The band members received an additional $100 each for the second, larger surrender in 1919; the 1917 terms were entirely replaced in 1919, and proceeds, with the exception of the per capita distributions, were placed in capital funds. Both surrenders promised the Band specific amounts from sales, as the land was to be sold to the SSB. There was no competitive auction of land from either the 1917 or the 1919 surrenders.

CHAPTER 7

OBSERVATIONS AND CONCLUSIONS

We can discern several patterns in the data on land surrenders between 1888 and 1911. The interpretations are the author's own, and are not exhaustive or conclusive.

THE DEMAND FOR SURRENDERS: PATTERNS IN THE DATA

Frank Oliver responded to a question in the House of Commons on April 22, 1910:

> Mr. Magrath:
>
> My opinion is that it would be better in the interest of the Indian if we were to take a perpetual lease from him instead of giving a fee simple title, that is that the Indians lands should be sold carrying a perpetual mortgage. For instance, the Canadian Pacific Railway irrigated lands carry a perpetual mortgage of 50 cents an acre. If you go to the Indians and say: We do not want to take the title from you, and offer him a rental based on 6 per cent interest, on say, for the purposes of this argument, a sale price of $16.66 an acre, it would be equivalent to $1 an acre a year. I think if a proposal of that kind were put before the Indian wherein the land was retained as security for the interest or rent, and that as long as the purchaser or his assignee paid the $1 per acre per year, the occupant would have the use of the land, such a proposal it appears to me would appeal to the Indian. It is possible to sell lands in that way because the Canadian Pacific Railway have been very successful in selling their irrigated lands on those terms. As I understand you can sell the land and the Indian can claim 50 per cent of the purchase money. The other 50 per cent the government holds and pays the Indian three per cent on it, whether the rate at which the government can borrow money abroad goes up or down. That rental method is successful to-day in the disposal of western lands and it could be applied to these Indian lands.
>
> Mr. Oliver:
>
> That is a very broad question, and I would not like to bring on a lengthy discussion, but the 50 cents an acre on the Canadian Pacific railway irrigated lands is an insurance guaranteeing a water supply for the crops when water is needed. There is no such insurance in the case of the Indian lands, and while many men would be willing to pay a rental of 50 cents an acre to secure a water supply in a country that may be subject to lack of rainfall they would hesitate to pay a dollar or fifty cents an acre interest when there was no such insurance connected with it. The idea of a tenant proprietorship in the Northwest does not appeal to me. The policy of the government is to have a population on the land who shall be the owners in fee simple of that land, and any proposal, no matter how attractive, that would involve tenancy rather than

> proprietorship, viewed from the standpoint of the best interest of Canada and the west, would not appeal to my mind.

Oliver, who was once jailed as a young man for physically protecting an Edmonton area squatter's rights, declared himself a supporter of the tax-paying settler and an enemy of speculators and of those who do not pay taxes. When in office, later in his career, Oliver upheld the policies of the Department of the Interior over his other portfolio, the Indian Department.

At the turn of the century, the demand for the surrender of reserve land came from land speculators and from some politicians who, indirectly or directly, endorsed this speculation. The government officials who speculated in lands – Frank Pedley, James Smart, and William J. White, for example – applied direct pressure for surrenders. Most of the surrendered reserve land in the Edmonton area, which Oliver pushed to open for settlement, was obtained by speculators between 1900 and 1904.

As settlements increased in this five-year period there were several petitions for the opening of nearby reserves: the Crooked Lakes reserves, Roseau River, Swan Lake, St Peter's, and Michel. These petitions sometimes went through politicians. In part, these requests came from minor speculation, but there was also an element of discomfort with having Indians in public view. There were frequent comments about the desirability of having Indians removed to more remote areas or integrated into the general population; both methods were endorsed as alternatives to having large reserves in settled areas. In this period there was little "real" demand for land in terms of immediate market value, unless the land was very near rail lines or townsites.

In the early years, departmental officials developed an internal rationale for the consideration of surrenders which seemed to originate with the surrender and taking of uninhabited reserves at Sharphead, Passpasschase, Young Chipeewayan, and Chacastapaysin. The conclusion that no people were currently using these reserves, and that band members were acquiring land entitlement rights at other reserves, led to an evaluation of those situations where reserves were inhabited but the populations were decreasing. Surveyor A.W. Ponton was an ardent advocate of measuring the reserve size against current population and determining the amount of land deemed "surplus" to present treaty needs. He argued in favour of surrenders at Crooked Lakes in 1899 on this basis, and also made an effective case to alienate reserve lands at the Pelly Agency. J.D. McLean and W.A. Orr also began to use this argument, and it was pressed into service in rationalizing the Moose Mountain surrenders in 1901. The Department adopted it in at least 10 surrenders, but in nearly every case these reserves were the ones where the bands were doing well in agriculture, and where outsiders perceived the reserve land to be of economic value for farming or railway development: for example, Cote, Moosomin/Thunderchild, Mistawasis, Samson and Bobtail, Roseau River, Crooked Lakes, Michel, Moose Mountain, and Stony Plain/Enoch.

By 1905, the demand became more complex. Oliver became Minister of the Interior and the Superintendent General of Indian Affairs, and his tirades against speculators would not prevent him from allowing the bulk of surrendered reserve land in the first few years of his administration from being bought by speculators.

But there were factors other than the personal philosophy of the Minister at play. The costs of administering the Department had risen since the Liberals had entered office. Part of this expense was the pressing need for relief for the destitute, and part was predicated on the purchase of farm equipment to move reserve farming ahead in the wake of Hayter Reed's restrictive policies. Indian populations on the southern prairies had undergone a decline in population through poor health and living conditions, and so, as the opposition pointed out, the costs could not be attributed to an increase in the population. The opposition also frequently noted that the Liberal system of hiring Liberal friends, and allowing Liberal merchants to profit from the provision of livestock, seed, beef, medicines, and implements, had been a direct factor in rising costs. It was also thought that the move of the Commissioner's Office to Winnipeg in 1897 and the reorganization of reporting and accounting structures had added to, rather than reduced, expenditures. Accountant Duncan Campbell Scott was struggling to defend the system; he and Minister Clifford Sifton both pointed to the success of John Markle and William Graham in taking Indians off rations and pushing self-sufficiency.

In this context, the Department noted that the sale of land would provide an income from which it could pay for some of the items that it would otherwise have to provide, beyond the narrowest interpretation of treaty obligations. In taking surrenders, Department officials were careful that the wording of the agreements gave them a final discretion, and a trust obligation, to control the spending and investment of land sales revenue.

After 1905, outside interest in reserves continued, for all the reasons mentioned above. Speculation in land sales also continued, so this was a factor in demand as well. In addition, some people were concerned about reserves being placed too close to settlements: they said it was not in the best interests of the Indians, but there is no doubt also that non-Indians preferred the Indians to be moved "out of the neighbourhood." These factors were compounded by the growth of the branch-line system across the prairies, followed by settlements and townsites. The more lines were put into place, the more likely they were to cross a reserve or run near one. The pattern of rail construction followed the fertile river belt, just as reserve surveys had.

There were, in the main, three ways in which railway development affected the demand for surrenders:

- a right of way might split the reserve, leading departmental officials to conclude that one portion might well be surrendered (e.g., Peigan);
- the railway company wanted a surrender for station grounds (e.g., Cote, The Pas, Fishing Lake, and Moosomin), and this desire led to an initiative to surrender a larger area for townsite development; and
- the proximity of the line to the reserve simply increased the market value of reserve land (e.g., Crooked Lakes, Michel, Pasqua, Muscowpetung, Moose Mountain, Bobtail, and Mistawasis).

There was also an apparent demand from the bands themselves. In at least nine instances, a proposal came from the band to the Department for a surrender. It is often difficult to ascertain the origin of these proposals, and they sometimes came after a period of opposition. The proposal might derive from any one of a number of initiatives:

- a faction of the band dissatisfied with current leadership;
- agents or farming instructors, and the Reverend John McDougall, who used this method as part of his negotiating technique;
- outsiders who were discussing the issue with band members; or
- immediate economic need for farming supplies and implements.

This last was the most common professed reason for the request. In evaluating these demands, it would be necessary to know more about the internal dynamics and communications within the band, the agent's relationship with band members, fiscal management on the reserve, and the band members' understanding of economic alternatives open to them. Were they told, for instance, as Inspector S.R. Marlatt spoke at Roseau River, that the only way to get fencing or outfits was to surrender land? Was there any discussion about other alternatives for raising cash? What about cases such as Enoch/Stony Plain in 1902, where band members already had cash from the Passpasschase surrender which would have met their fiscal needs, yet they were still told that a further surrender was necessary to pay for fencing and outfitting? In some instances these questions can be partially answered from existing research, but for the most part the oral history and economic/accounting research has not been done.

Many of the bands from whom surrenders were taken were reported in the agents' and inspectors' reports, and in the local press, as being very successful in creating a self-supporting mixed economy: see Michel, Carry the Kettle, Pheasant's Rump, Ocean Man, Cowessess, Mosquito (competitive with local farmers), Roseau River, Pasqua, Moosomin, and Thunderchild.

THE QUESTION OF INFORMED CONSENT

Negotiation

As noted in chapter 4 in the discussion of demand, surrenders were often negotiated after an initial period of dissent from the band. Agents or inspectors reported previous meetings or votes where the band was opposed to surrender. The reasons for opposition can be roughly categorized:

- the band did not want white settlers to move too close (e.g., Carry the Kettle, Samson);
- older leaders believed that the treaties would and should protect the land against sale and loss;
- the band stated that prior experience with the Department had generated distrust of its motives and policies (e.g., Enoch, Michel, Roseau River, the Key); or
- the band felt that it needed the land and would need it more in future (e.g., Roseau River).

In all these concerns, there was fear that if land was once surrendered, the Department would return and ask for more.

What caused band members to change their minds? Was it economic need? Was it pressure from the outside, or from factions within the band? The reality is that we know very little in most cases about either the preliminary decision making concerning the surrender or the nature and influence of "informed consent" in the taking of the vote itself, as will be discussed below.

In the cases surveyed for this study, several individuals were especially prominent in negotiating and taking surrenders: David Laird, John Markle, William Graham, S.R. Marlatt, and the Reverend John McDougall.

David Laird, Indian Commissioner, took surrenders at Pheasant's Rump and Ocean Man in 1901, at Cote in 1905, and at Thunderchild in 1908. In all these cases, but particularly at Thunderchild and at Moose Mountain, he was known for his forceful pressure tactics. He used repeated and prolonged meetings, and immediate cash distribution, to press the agreements. In these cases he took a completed proposal to the band, and he did not really negotiate at the time he was taking the surrender. At the same time, Laird advised against many surrenders because he thought the bands had use for the land, or because the land would be sold at a time when there was no real demand for it, and therefore prices would be low. Consequently, he was often left out of communications in some surrenders. The agents in the Edmonton Agency who negotiated surrenders at Stony Plain in 1902 and at Michel in 1903 bypassed him, as did Marlatt in Manitoba and Graham in Saskatchewan.

Inspector Samuel Read Marlatt took surrenders at Roseau River in 1903 and at The Pas in 1906, and he started negotiations at Swan Lake before he left office in 1907. He was forthright about the need to add inducements for surrender. At The Pas, he included a deed of land to the Chief, and purchase promises to local merchants. At Roseau River he offered cash inducements. In his negotiations, he offered personal promises to ensure that the government's word would be kept.

John Markle became Inspector in Alberta in 1904, having already participated in the taking of two surrenders at Gambler's while he was Agent at Birtle. Although he would take many surrenders in Alberta in his career, only a few are covered here. Markle's surrenders had several distinctive aspects (see Alexander in 1905, Michel in 1906, Peigan in 1909, Blackfoot in 1910; Enoch in 1908 [not included here], and negotiations with Samson). He did not include cash distributions, but he earmarked surrender equity and interest payments for farm equipment, livestock, and rations. As he said on August 24, 1908:

> I have heard that Indians in Saskatchewan who surrendered land were paid in cash one tenth of the aggregate sum received for the land and without being told I have made up my mind that they expended the great portion of this money and that there is very little now [to] be seen for this money. The question to my mind is what it would not be more to the interest of the Indians to expend up to 20% of the sum received in something like to be visible for years to come than to give them 10% in [cash]. (NA, RG 10, vol. 3702, file 17,537-3)

Markle engaged in protracted discussions over terms, itemizing the expenditures, rejecting some requests, and accepting others. One of his techniques was to meet informally with band leadership before calling a formal meeting. In at least three instances – Enoch, Peigan, and Blackfoot – he conducted votes by means of a poll, which, at least in the case of the Peigan and Blackfoot surrenders, was not necessarily accompanied by an explanatory meeting on the same day. He was known to be "creative" in his practices, devising terms or methods that he felt would be effective in taking surrenders in particular instances or in overcoming opposition. Although he would get pre-approval from the Department for most terms, he would allow some margin for negotiation, as at Alexander and Michel. He worked alone and did not allow interference from others. His attention to formal requirements was minimal and his reports were cursory, except, as in the case at Peigan, where he was pressed to defend himself. He did, however, keep voters' lists, as the names had to be recorded when a poll format was used. Overall, Markle was creative in his approach to negotiation and implementation, often offering his views about how a particular end might be achieved outside the realm of official policy.

William Graham would rival Markle in the number of surrenders taken in his career. Like Markle, he was considered, at the time they became inspectors in 1904, to be efficient in reducing expenditures, particularly in cutting back rations. His early surrenders included Pasqua in 1906 (not covered here in detail), Cote in 1907, Fishing Lake in 1907, Little Bone in 1907 (not covered here in detail), Cowessess in 1908, Kahkewistahaw in 1908 (not covered here in detail), Muscowpetung in 1909, Key in 1909, and Keeseekoose in 1909 (not covered here in detail). He also assisted in early negotiations at Carry the Kettle. Graham seems to have developed a package of terms at Pasqua which he would then take elsewhere, with variations:

- funding of interest and cash moneys for children aged 12–18, to be paid to them when they became adults;
- payment for improvements and buildings on surrendered land, usually at a flat rate such as $5 per acre for cultivation;
- provision for sale by public auction (some surrenders only); and
- cash distribution at the time of surrender.

Interestingly, the basic elements of this package appear in the 1905 Cote surrender, which McDougall negotiated. The use of cash distribution appeared in the Cote surrender, and may have been discussed by Graham at the March 1905 Carry the Kettle negotiations, probably Graham's first direct experience with such negotiations. Although there was no cash distribution in the Carry the Kettle surrender, band members later recalled that it had been promised.

Graham is probably best known for this particular provision, the cash distribution, which he came to use as an inducement. He would generally seek pre-approval from the Department and a cash advance, calculated as a percentage of what he expected the sales would generate, although he was reluctant to place a minimum sale price on reserve land unless pressured to do so. The percentages varied according to what he thought the land would bring and what he thought would be necessary to take the surrender. If he thought land would sell high, Graham might calculate a smaller advance percentage; but if he thought the land would not sell for high prices, his percentage would be correspondingly higher. The net effect would be to achieve a per capita distribution satisfactory to the band. Before 1906 it was necessary to split this distribution, paying part at the time of surrender, and part after the sale was completed.

Although Graham did not describe the surrender meetings, except for his later recollection of the Fishing Lake surrender in his memoirs (Graham 1991), oral testimony supports his use of cash as an inducement, much as Laird did at Moose Mountain and Thunderchild. The money was displayed by the paying agent, and cash distribution would take place immediately after the surrender document was signed. Oral testimony also asserts that Graham was not above using another technique Laird had used at Moose Mountain: to threaten to take the land by other means. A third allegation concerns use of local people to influence and swing votes – for example, Alexander Gaddie at Cowessess. This pressure would allegedly be done between meetings, when the first meeting was unsuccessful. In his correspondence, Graham spoke about the importance of timing. He believed that once a band heard about the terms of surrender at a neighbouring reserve, particularly cash distributions, it would be more amenable to discussion.

It is also relatively clear that Graham did a minimum of actual negotiating. He perceived his job as figuring out the inducement needed, and then presenting a package to the band for approval or dissent.

Graham tended to communicate directly with Headquarters in setting his terms and approvals, bypassing the Commissioner's Office. He used local agents primarily as scribes and witnesses, although in some instances, such as at Key in 1909, the agent began negotiations. In the Fishing Lake surrender, however, there was some apparent continuity between him and Oliver's special agent, McDougall; Graham would not, however, credit others with his own successes.

McDougall had worked as a type of "special agent" for the Department before, particularly in personnel investigations. Oliver had known McDougall from his Alberta experience and hired him to negotiate surrenders at several reserves; in most cases, surrenders were eventually taken. At Cote, Fishing Lake, and Swan Lake, McDougall did the initial negotiating, turning it over to others to conclude the matter. He was not authorized actually to take the surrender. At the Hobbema agency, McDougall actually took the surrenders from Bobtail and Samson after Markle's earlier failure to do so.

Later, when Graham became Commissioner, he would continue to be an ardent advocate of surrenders as a better alternative than leasing. Under Graham's direction, the next big group of surrenders, the Soldier Settlement surrenders, were taken after the First World War.

McDougall tended to meet quietly with the band at the outset, and then to get the band to make a proposal with specific terms to the Department. At Swan Lake, he worked though the farming instructor to this end. At Fishing Lake, Graham complained about McDougall's involvement, saying he could have taken a surrender there, as he had at Pasqua, had he himself been allowed the opportunity to do so. In the end, Graham used his terms and techniques, after McDougall had laid the groundwork, by having the Band make a proposal for terms like those at Pasqua.

This collaboration was possible because McDougall endorsed terms similar to those used by Graham, particularly the cash distribution and the compensation for improvements. The terms McDougall negotiated at Cote in 1905 were very similar to those later endorsed by Graham. He was apparently able to "succeed" where Markle had failed at Hobbema by offering an immediate distribution. Unlike Graham, he set a minimum sales price, usually $10 per acre.

The terms of the band proposals set up by McDougall were usually quite liberal. They might well meet with departmental disapproval, requiring more meetings to alter the terms towards the conditions the Department found acceptable. McDougall would counter some departmental comments by relying on his personal understandings with the bands. He would not always admit what he had truly promised. It was not always clear until the implementation period exactly what McDougall had promised: that he would personally guarantee terms (Samson), or that some prohibited dances would be reinstated (Swan Lake).

Band members were active in negotiations in many instances, as at Cote in 1904. This involvement emerged out of the proposals they tabled, either real or engineered. Although each case varies, the bands tended to ask for high minimum sales prices, based on their understanding of local land values. In most instances they favoured per capita distributions. They also asked for assistance in equipping young farmers and in supporting non-farmers, the sick or disabled, and the elderly. These types of requests show up repeatedly in early negotiations. It is crucial to note, however, that even where there were proposals, or apparent negotiations, it was usually the terms recommended by Department officials which prevailed in the final documents or oral understandings.

The Process of Soliciting and Acquiring Consent

Decision of Whether to Attend the Meeting: Was It Advertised? Was There Sufficient Notice?

In some cases, absenteeism was an informed decision, and it is not clear whether people were aware that their absence could be construed, ultimately, as an expression of tacit consent. Did people know of the meeting? If they did, did they realize the consequences of not attending? The opinions of the Department of Justice supporting the validity of a decision taken by the majority of those at a meeting appear to be predicated on the assumption that non-attendance was an informed decision. For instance, C.J. Doherty, in his summation of these earlier opinions in 1912, stated that there was an express analogy between a band and any other corporate body.

Discussion of Terms of Surrender

In only one case reviewed here, St Peter's, is there a good record of what was discussed in terms of costs and benefits, and options. We do not know in most cases whether the document was read, whether the interpretation was adequate, and whether there were other opportunities for people to become informed.

In most cases, the record is vague or non-existent. In some cases, such as Peigan and Enoch in 1908, Moosomin in 1909, Michel in 1903 and 1906, The Pas in 1906, Cote in 1904, Mosquito/ Grizzly Bear's Head/Lean Man in 1905, and Bobtail in 1909, there is no conclusive evidence that a meeting was held; the vote might have been procured by polling. Markle's reports were particularly vague; he used a poll on at least two occasions, with no indication of whether a meeting was held in conjunction with the vote.

Casting of Vote

The voting method varied, by show of hands, standing on one side of the room, or by ballot or poll. This procedure would appear to be the critical moment of assent, the point at which the people present signified their agreement or disagreement.

Signing of the Surrender Document

Given the inconsistencies between those who apparently voted and those who signed, we must be cautious in reading the signatures as consent. There are other possibilities: if the decision had already been made, for instance, those voting No may have gone along with the majority decision; alternatively, the signing of the document may have been interpreted as necessary for the payment of the advance, if there was one.

Payment of Moneys

Where there was a cash advance, the payment usually took place within hours or days of the vote. Like the surrender document, acceptance of payment may have been an acceptance of terms, but not necessarily evidence of the "consent" required by the vote. Where payment took place before the affidavit was signed, we must question the consequences of accepting payment.

Affidavit or Statutory Declaration that the Surrender Was Taken in Compliance with the Indian Act

This document was the primary means of verification for the Department that the *Act* had been complied with. In many cases, it is the only evidence of consent, but it does not signify the consent itself. These documents were returned to the official taking the surrender only if they were taken before an improper authority. There was no questioning of the fact that those signing the document on behalf of the band and government were properly representing their constituents, or that they were truly representing the situation. So, while the affidavit was interpreted by Deputy Minister of Justice Newcombe in 1908 as directory only, it was also, in many instances, the primary evidence of compliance and consent, and, therefore, of great importance. Where there are irregularities in documents, the question is whether these irregularities would cast doubt on the validity of the documents themselves.

The Presence of the Chief and Headmen

In Alexander in 1905, Moosomin in 1909, Ocean Man and Pheasant's Rump in 1901, Kahkewistahaw in 1908, Grizzly Bear's Head/Lean Man in 1905, and Fishing Lake in 1907, there was no elected leadership at the time of the surrender. This does not necessarily mean that there was no leadership at the time, as more than likely there were people recognized as leaders by the community. The issue is whether the absence of representatives as designated by the *Indian Act* would prejudice a decision also taken under the rules of that same legislation. The first legislative requirement in Canada for a vote for surrender was only for a decision to be made by the leadership of the band. The designation of the need for signatures of "principal men" on the affidavit did allow the Department to broaden its base of certification in these instances.

EVIDENCE AND TESTIMONY

Written Evidence

Clifford Sifton spoke frequently about his views of the Indian character. He believed, essentially, that Indians were easily manipulated by those who knew how to deal with them. Experience in this domain was highly prized, as can be seen by Frank Oliver's later hiring of the Reverend John McDougall to assist him in surrender negotiations; McDougall had worked previously as a diplomat for Canada, including the preparations for Treaty 7, which was signed in 1877.

Sifton wrote on August 29, 1900, to a Dr Chown about the problems of establishing fact in dealing with the Indians. "That difficulty is such that it is almost impossible for a person who has not had experience with the Indians to understand! It is possible for persons to get the Indians to sign almost any kind of statements, if a little excitement and agitation be got up beforehand, and we are unable therefore to rely to any extent upon written statements that come in signed by Indians" (NA, Sifton Papers, MG 27, vol. 238).

The Department tried throughout this period to keep "outsiders" away from negotiations, if those people were working with the bands. They believed that others, too, could manipulate the band leaders and the members. From time to time there were specific directives or circulars to the effect that outsiders were to be disallowed at band meetings, although the *Indian Act* did not expressly forbid outsiders attending surrender meetings. Letters from bands were regarded with suspicion unless the Department had reason to think that a known and acceptable outsider, like McDougall, or a departmental employee, was a party to them. This attitude had the effect of stifling the Indian voice concerning assent. If the Agent had the powers of a magistrate, who could depose the customary leadership of a band, control the income of individual band members, and even control the means of acquiring that income, there was no reason why he could not control credibility as well.

At the time of the negotiations, the situation was variable, but for the most part the bands, with the exception of St Peter's, had little experience with real estate and land development. They were concerned with encroachment, with the railway lines, with past wrongs by the Department, and with lack of cash. More than likely, given the way that policy enforced isolation, as well as departmental directives to keep outsiders off reserve, the bands would not have known about factors affecting land value and speculation, although they were aware of some local prices of real estate.

They tended to ask for high prices per acre to make the transaction worthwhile. Some were clearly aware of the need for competitive investment.

At the same time, the circle of contact of most Indian agents, and others conducting negotiations, was much more extensive. Some, like Graham, and probably Marlatt and Markle, were connected to large networks of people in the business and political community. Graham, through his father's network, his wife's family, and various in-laws, was well connected to the Department of the Interior and the Indian Department, to the real estate and banking world, to land companies (e.g., D.H. McDonald, from whom he bought land and who had a lumber business in Balcarres), to the political realm, and to the social elite (the Assiniboia Club). His father-in-law, J.H. Wood, for example, had been an investor in an early colonization company and had real estate investments. His brother-in-law, Henry Sherwood, knew both Sifton and J.H. Ross fairly well, and was used as a Vancouver contact by both of them. Sifton, J.D. McLean, and J.A.J. McKenna were among Graham's social and professional visitors. Lieutenant Governor George Brown, the man who was named in the Ferguson Commission for an illicit land deal at Craven Dam, was among his household visitors. Walter Scott, the first Saskatchewan Premier, lived just down the street. Graham could hardly have been unaware of land values and had done some land buying himself, as had his secretary and her brother (in the latter case, these purchases included Indian lands). Undoubtedly he had access to information that most ordinary citizens of the era would not have had.

Even those agents who were not as well connected would very likely have had access to information through political channels, as they tended to be political patronage appointees. Matthew Millar at Crooked Lakes had real estate and political ambitions, and had been a regular correspondent with Sifton about Liberal Party matters in East Assiniboia. Charles de Cazes of the Edmonton Agency had been an investor in a colonization company and was thought to have been too closely tied to the Conservatives. Battleford Agent J.P.G. Day was active in local Liberal matters, and would eventually lose his job over this connection. Henry Carruthers's career was clouded with allegations of misconduct and political patronage, although the nature of the controversy was not entirely clear in the correspondence. His father, George Carruthers, wrote to Prime Minister Laurier to intervene to save Carruthers's job in 1897; Carruthers himself asserted that he had both Conservative and Liberal affiliations. William Dilworth, who acquired land at the Peigan sale in 1909, became an Agent for the

Blood in 1913 and was on the list to receive more information about the Blackfoot sale. Agent A.E. Lake was probably the relative of Conservative Member of Parliament R.S. Lake, from Grenfell, Saskatchewan; both were born in England within a year of each other and ended up in the Regina/Qu'Appelle area. Hugh Kerr was hired into the Indian service on the recommendation of Sifton's Portage la Prairie contact, Dr John G. Rutherford; his father was J.A. Kerr, a hardware merchant and strong Liberal supporter (NA, Sifton Papers, D II 15, C493:5083). John Bean Lash was the cousin of Z.A. Lash, of CNOR and the Qu'Appelle, Long Lake, and Saskatchewan Railway. As can be seen in Chapter 6 on Terms and Implementation, numerous departmental personnel bought land at Indian land auctions and attempted to do some speculation.

Any written evidence must pass the same tests as oral testimony: Is the information learned first hand? If not, what is the source? How much time has elapsed between the experience and the record? Is the record limited by format or by circumstance? Are there any obvious biases that affect the writer's point of view: Is the agent trying to keep his job, for example, or defend his performance?

Oral Testimony Evidence

There is a tremendous gap in our knowledge about band processes of understanding and about consent at the band level. For the most part, the departmental and government postulations concerning the question of majority consent were predicated on the assumption that consent, as obtained, was informed. For instance, those who did not attend the meeting to vote were making an informed decision not to attend, in awareness of the consequences of non-attendance. Similarly, it is assumed that they were aware of voting procedures and of the consequences of signing the surrender document. If these assumptions are questioned, one would need to know more about the knowledge, traditions, and procedures extant at the time.

There is more to informed consent than simply communicating the terms of surrender. There are other mitigating factors. Was the translation adequate? Did the voter know about other alternatives to the surrender? Were there pressures from band factions, or from immediate economic concerns? Did the voter place trust in the official that the information was correct or adequate?

Little oral testimony is available to help fill in these gaps. The writer had access to elders' statements obtained from several First Nations over a 20-year span: Muscowpetung, Cowessess, Kahkewistahaw, Moosomin, Carry the Kettle, and Fishing Lake. Because of the inconsistencies of data collection, the danger of taking information out of context, and the importance of confidentiality, none of these statements are quoted here. There is a need, nonetheless, for an authorized compilation of existing testimony and a concerted, consistent approach to filling in the gaps in our current understandings.

Some themes can be identified in testimony:

1 The economic and political dependence on the agents and other Indian Department officials is emphasized in descriptions of the permit and pass systems, and of band meetings where the agent was present. The agent was "the boss" and his word could override any decision of the people. In general, people were afraid to challenge the word of the officials. One elder described a "gun" allegedly brought by Inspector Graham to meetings, and the intimidating effect it had on the people.

2 Similarly, although the elders realized the difference in the various official positions, such as agent, instructor, or commissioner, and realized a hierarchy in these positions, little was said about the nature of the government structure and how it worked. The boss, whoever he was, was the boss, and had certain types of powers.

3 Descriptions of band decision making varied. Some described meetings in the pre-government era, and others described meetings with the agent present. In the former case, the elders noted the importance of having band members, including women, provide guidance to the leadership. The role of the chief and headmen was more one of implementation than of decision making. Band councils were an important means of discussion and review. In the latter case, during the era of the Indian agent, descriptions given by elders would place emphasis on the vote of men in council, by a show of hands. Once the decision was made, the agent could override it. The people, however, would not, and could not, do so. Once the vote was cast, people would not go against it. The same would be true in the pre-reserve period.

4 People did not understand what was being asked of them. In particular, they may have thought:

- The land was being sold for money; if one wanted money, one voted to sell the land to the government.
- The government was buying the land; the government needed it.
- The official taking the vote was giving his word.
- The people would be taken care of, and perhaps receive money in perpetuity for their lands. They would not be in want.
- In some cases, people thought the land was actually being leased, not sold.
- People simply did not understand what was happening.

5 Those opposed to selling the land wanted it for future generations. In some cases, the band was split between those who wanted to sell and those who did not.

6 Money was the deciding factor, particularly if it was "on the table." In one case, it was said that one man came into the meeting and broke the tie because he was promised money.

7 The man who took many surrenders in Saskatchewan, William Graham, was not trustworthy. Most people did not like him. They felt he would give false information, threaten them, and use money as a bribe. There were also statements that he would send his allies out in the evenings to visit people and try to persuade them. One elder reported the use of alcohol to this end. With Graham, as with other officials, people were afraid to go against him. He would also hold the vote after dissenters had left for lunch or supper.

In fact, it was alleged in several cases that people from outside the reserve, or newcomers to the reserve, were influential in persuading band members to sell. In some cases it was the interpreter who was suspected of not having given reliable information, and in other cases it was someone who was believed to be in the government's quiet employ.

8 Band members did sometimes choose not to attend a meeting if they were opposed to the surrender. It is not clear whether they realized that the government would take the decision of the majority who did attend.

9 The surrender, once taken, was viewed at the time as being "like a treaty" (writer's words):

- the terms were meant to last in perpetuity;
- the officials from the government were giving their word to honour the promises;
- the government was promising to buy the land in trust; the fulfilment of terms was not dependent on the sale of the land, but upon the government's honouring of the agreement;
- people were giving up land rights; and
- the decision was taken in a meeting (in those cases where there was a meeting) where the two parties met.

There are some outstanding questions about the interpretation of surrenders and surrender meetings which might be assisted by taking oral testimony. The time may be gone, however, when some of this information can be obtained. There are also persistent legal problems in the use of testimony when the accounts are second-hand or hearsay, or when the interviewees are affected by what they have read or researched.

- **Where did the idea for a surrender come from?**
- **Were people informed of the meeting before it happened?**
- **Did they realize what their absence would mean in the case of a decision?**
- **Did they trust the interpretation/translation?**
- **Did they discuss, in meetings, or among themselves, what the alternatives to surrender might be? Did they discuss what would happen if they said no?**
- **How did people feel about women not being allowed to vote? Did women discuss the surrender with their friends and relatives?**

- How was the band's idea of decision making superimposed on that of the Department? For instance, would most of the voters have signed the surrender document, once the vote had been taken, in honour of the decision that had just been made? Would they do this only if the decision had been consensual? Would people have stayed away from the meeting if they had opposed it, so as not to go against the decision taken? Would the vote in fact have been taken as the "moment" of consent or dissent? What was the nature of the signing? The acceptance of cash, if any? What was the role of fear in the reaction to government officials and other outsiders present?

- What was expected in the aftermath of signing? What was the government's responsibility? How long were the terms to last?

- Who was most influential in affecting the band's decision, either from inside the band or outside? Were some bands split over the issue?

- Did people ask for further surrenders? Did they reject the idea of future surrenders? Did people believe that the government did or did not honour the surrender?

- Do people want the surrenders overturned, or do they want the terms upheld?

UNDERSTANDINGS OF THE PROCESS: AFTERMATH OF SURRENDER

We need to know more about the understandings the band members had at the time of surrender about the nature of the agreement and its long-term and short-term effects. Some of this information can be gleaned from the correspondence between band members and the Department after the surrender. It should, however, be viewed with caution in some instances:

- where band opinion is being reported by a third party or by a Department official;
- where there are band factions at work that might influence assessments of the surrender; and
- where the letter is not actually written by a band member, but a band member signs it.

Several themes arise in the aftermath of surrenders – the period when land sales are proceeding and the Department is making collections from purchasers:

1 All the surrenders contained a clause stating that the Department would sell the land "upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people." This clause placed the responsibility and trust for sales in the hands of the Dominion.

2 The bands frequently approached the Department, either through the agent or directly, to inquire about specific terms that had not been met. For instance:

- The band members at Michel pointed out in 1904 that they would have made more money from the sale of timber from the surrendered land than they did by selling the land itself at low prices.
- The people of Cote were subject to the abrogation of the 1905 surrender when the 1907 surrender was taken, and they protested the failure of the Department to pay the second expected payment from the 1905 surrender. They would protest the failure of the Department to pay interest on the capital funds, and threaten legal action over the Department's intention first to repay advances out of the capital fund, a deduction they had not understood at the time of the taking of the surrender.
- The people at Carry the Kettle believed, from Inspector Graham, that they would receive interest moneys; instead, the Department invested the interest in debt payment and acquisitions, including rations, for the Band.
- The people at The Pas repeatedly drew the Department's attention to the fact they were not getting the revenue they expected from the sale of town lots. The difference between their interpretation of the surrender and the Department's led to a revision of the terms.
- Cowessess participated in the 1911 delegation to Ottawa and made a protest over the implementation of the surrender. It also hired lawyers to ask about the Land Management deductions and the use of land sales proceeds to fund medical expenses, which they understood to be a treaty obligation.
- Fishing Lake had to press to get payment for improvements, as promised. It also complained that livestock bought with surrender funds were band, not private, property.
- Swan Lake applied for the payment of equity moneys when its debts began to accumulate, even though land sales collections did not permit a distribution.
- There were protests at Muscowpetung about delays in getting both equity and interest, and it would appear that the agent was using his discretion in not paying out the interest moneys given to him for that purpose.
- Keeseekoose wrote six years after the surrender to say that band members were very disappointed in the outcome of the surrender, as they had surrendered only to get money, and they were not getting any.

- The people at Samson wrote in protest about the lack of money received, as they too had surrendered on the expectation of getting money for themselves and future generations. They asked that the government take over the unsold lands and give them a fair price.

- The people of Mistawasis asked for distributions of capital and interest to pay their debts; when this request was not allowed, they asked for a second surrender; it, too, was denied.

- The Blackfoot protested the cutting back of rations as promised in their surrender agreement, and the slow pace of acquisition of the other terms.

Obviously, there were discrepancies between what some voters understood about the terms of surrender and what the Department understood.

3 Through these communications, it also appears that the bands expected the government to fulfil the terms whether or not collections were made. In their view, the government, represented by the official who took the surrender, made personal promises to fulfil the terms.

Both McDougall and Marlatt made personal promises to fulfil terms. Since McDougall was a minister, the people at Swan Lake felt that his word should be taken seriously. The people at Samson asked him to convey their dissatisfaction, since he had made the promises. Marlatt said that he could not have taken surrenders at The Pas and Roseau River without personal promises to the bands to look after their interests.

The two missionaries to the Blackfoot both said that they had assured the people that rations would be issued in perpetuity, and felt that they were breaking their word when the government reduced rations. Markle had also made this kind of promise.

4 There were both written and oral components to the promises made at the time of the taking of the surrenders. For example:

- Inspector Graham discussed issues with Carry the Kettle which he then dismissed in correspondence with the Department, or denied in the aftermath of the surrender.

- Thomas Borthwick at Mistawasis changed the terms as soon as the document was signed, and it is not known whether he discussed the terms with the Band.

- There was debate at St Peter's about whether changes were made in the surrender document after the vote was taken.
- Payments to chiefs for signing and to band members for improvements were made at Bobtail, even though they were not in the surrender document.
- There was no mention of rations in the Peigan surrender document, although band members clearly understood that they were to be issued.
- Marlatt had made promises of a cash distribution at The Pas surrender in 1906 which were brought to the Department's attention several years later, resulting in a formal amendment.
- There were also understandings at Moosomin, from comments made by Agent Day, which did not enter the agreement.
- Agent Gibbons made some deals at Enoch in 1902 which he enclosed by letter; they did not appear in the document.
- The agent, inspector, and missionaries at the Blackfoot surrender gave an oral interpretation to the clauses; this version was disputed later by Deputy Superintendent General D.C. Scott.

5 In some instances, it appears that band members believed that income from the land sales would be provided regularly and indefinitely, as a kind of perpetual income generated from the land. This belief appears in statements from the Peigan, made through Markle, and in correspondence from band members at Samson and Keeseekoose. The Blackfoot expected perpetual rations.

6 There is some evidence from departmental correspondence that officials took the obligation to spend the moneys in the best interest of the band quite seriously. This attitude is evident in their refusal to give per capita distributions, even when the surrender document or understanding permitted it.

Obviously, in their view, the Department had no obligation to pay for promised items if there was no money from land sales. This interpretation shows up repeatedly, most particularly in the case of Roseau River, where an Order in Council was later passed in 1906 requiring the Department to pay for some of its promises, in spite of lack of collections, on the strength of the understanding at the time of the surrender. The Order also stated that it was frequently not in the bands' favour to have interest moneys distributed rather than invested in improvements. When Pedley wrote to Markle in

1910 about a proposed surrender, he suggested adding a clause that would make it clear that fulfilment of terms was dependent upon sales. Further, in the Peigan, Blackfoot, and Mistawasis surrenders, there was an expectation that individual farmers would repay the band for purchase or loan of implements, equipment, and livestock.

As has been repeatedly noted in surrender research, the Department was often lax in the enforcement of collections. It was also prone to allow political interference in the matter of deferrals, application of interest payments to capital, and the like. Whether or not these lapses resulted in net losses to the bands depends on the circumstances, and in most cases the research has not been done. In any event, this laxness would stand in apparent contradiction to the Department's insistence on managing band moneys in the interests of the bands. Legal counsel for the Blackfoot in 1917 said that he believed that the failure to make collections there was a breach of trust.

At the same time, it was the Department's preference to use both interest and capital to fund items such as farming outfits and rations which would otherwise have come from parliamentary appropriations. Markle's surrender format was more suitable for this purpose, by his own claims, than was Graham's or McDougall's, both of which allowed cash expenditures by individual band members. The preference for directing moneys to farming shows up clearly in the 1910 Order in Council, which directed interest from deferred payments to go into the bands' interest accounts to pay for farming expenditures.

When the 1906 amendment to the *Indian Act* allowed up to 50 per cent of the band's capital to be distributed, the Department was permitted to place the need for the taking of a surrender above the need to protect band funds. According to the Department's own avowed policies, this kind of distribution would undermine the development of an adequate capital fund to generate interest and to buy improvements. Still, this method was often preferred by the bands, and it was expedient in the taking of surrenders.

In more recent years, commentators have disagreed over the role of the Department in the surrender process. Some argue that the Department was remiss in fulfilling its fiduciary duties by not revealing its apparent conflict of interest at the time the surrenders were taken. Others say that the Department should not have withheld funds from the bands simply because it was taking seriously its perceived obligation to serve as trustee for the funds. Part of the conflict comes with the definition of "best interests." Undoubtedly the bands believed at the time that per capita distributions would be in their interest, whereas the Department did not.

7 In two instances, the bands publicly called for the overturning of the surrender after it was taken: St Peter's and Peigan. In the former case, not all the band members wanted it overturned because they realized that they would no longer receive interest distributions if it were.

The people of Ocean Man and Pheasant's Rump also threatened to return to the surrendered reserve when they did not receive the moneys for moving expenses. The people of Carry the Kettle did not ask for the surrender to be overturned, but they declared, 11 years later, that the surrender had not been in the best interests of the Band. Cote threatened legal action in 1909 when members realized that they had to repay advances before they could receive interest from capital. Cowessess hired lawyers to make inquiries about terms. A group at The Pas wrote a letter of protest just days after the surrender was taken, protesting its validity, but the Chief later denied that he had signed it or even agreed with it.

The case of Roseau River prompted an Order in Council in 1906 to resolve a contentious situation. The Band threatened to repossess the lands for two reasons: first, they were not getting interest payments; and, second, the interest payments made by purchasers were going into the capital, not the interest, account, as promised by Marlatt:

> The Minister states that, during the negotiations for this surrender it was necessary for the officer representing the Department of Indian Affairs on this occasion to go very fully into the financial position which would be set up by the sale of these lands and the funding of the money for the Rosseau River band. The Minister further states that, it was explained that, as the land was to be paid for in instalments by purchasers, and that, as further instalments would bear interest at the rate of 5%, there would be a considerable amount of interest available for distribution when the second payment (with interest) had been made. His assertion of these facts was in the nature of a promise that such interest would be forthcoming and would be distributed annually in the future. The Minister further states that, this statement was made without knowledge of the fact that the Department of Indian Affairs has for many years capitalized the interest on these deferred payments as well as the principal sum. This practice was doubtless adopted in what was considered the best interests of the Indians as it would tend to build up their capital funds and render unnecessary the distribution of relatively large sums of interest which had been found to be of no particular benefit, and, in some respects, to be a positive detriment to the welfare of

> the Indians. On the other hand the building up of capital which might, from time to time, be used in permanent improvement on the reserve would better conserve the interests of those interested in the fund.
>
> The Minister observes that, it is in the aboriginal nature never to forget a statement made by a Government officer and to continue in a state of dissatisfaction until claims founded on such statements or alleged promises are met. The Minister further states that, the Department of Indians Affairs now finds itself in the position of being unable to make good the statement made at the time of the surrender, and the Indians of Rosseau River Band are, therefore, in a state of dissatisfaction and threaten to re-possess themselves of the lands, which have been sold, unless the estimated payments of interest are forthcoming. The Minister under these circumstances, and as it appears good policy to keep faith with these Indians, recommends that, an advance of $2000.00 each year for the next three years during the first week in April should be distributed, per capita, to these Indians in satisfaction of the statement made in good faith by the officer who took the surrender, and that, as the normal interest on the capital invested by the ordinary usage of the Department of Indian Affairs would not produce sufficient amount to repay this advance, that in this instance alone a division should be made between the amounts received as principal and interest on land payments and that the interest should be added to the ordinary interest or current account. (NA, RG 2, vol. 950, file 1358 D (3), Order in Council 458/1906)

The text reveals the nature of the Band's dissatisfaction, the promise made by Marlatt outside the text of the surrender, and the Department's view of its obligation to protect capital and interest moneys from "wasteful" distribution to the Band.

LAND SALES

Procedures

See the Chronology, Chapter 3, for developments in land sales practices and in Land Regulations.

Many of the procedures for selling land developed on an ad hoc basis, including the release of upset prices, the choice between tendering and auction, the setting of dates and terms for sales, and the use of cash down payments at auction. In some of the early sales, such as Passpasschase, Sharphead, and Gambler's, the Department used its own personnel, as well as some officials from the Department of the Interior, to sell lands. The use of auctions does not appear to have been recommended, and was certainly not standard practice on the prairies, until 1905 – after Oliver became Minister. Some advocates of auctions, such as Frank Oliver and George Walton, protested against the tendering policy, but they were matched against a group of officials who had already benefited from the latitude gained by tendering.

As noted below in recommendations for further research, many questions can be asked about the competitiveness of sales, and they were asked at the time. Protests were made both inside and outside the Department about the limited advertising that was being done, in Liberal papers only; about sales held in November and December, when snow cover prevented inspection of lands; about sales held when people could not travel to the site; about lack of local advertising; about sales held when farmers had no money; about sales held before the construction of a railway or some other change that would have raised the market value of lands. There is no consistent pattern to the Department's decisions in these instances. In some cases there were pressures for immediate sales which overturned better judgment on timing. In others, actions were justified solely on past precedents, such as "the last sale we had in December was effective." Sometimes there was no justification at all.

One of the most important questions that can be asked about land sales is whether or not the sale was to have been in accordance with the Department's own Land Regulations, passed in 1888. The first exemptions appeared in the Sharphead and Gambler's sales, where the Department sought to reduce the residency requirements in the Regulations. The Order in Council for Sharphead explicitly reduced the residency period. When the sale of the Moose Mountain reserve lands was being contemplated in 1901, Orr reminded the Department that the Land Regulations must be followed, unless specifically exempted by Order in Council. When the Order in Council was passed, it did not refer to the Land Regulations, but specified that the land was to be sold "in the best interests" of the Indians. The Roseau River surrender appears to have been the first in which the Order in Council accepting the surrender explicitly exempted the sale from the Regulations. After 1905, particularly in Oliver's era, it seems to have become more or less standard practice to exempt the sale in the Order. There were, however, some exceptions. In the documentation for Michel (1906), Carry the Kettle, Samson, Muscowpetung, and Mistawasis, there was no mention of the Land Regulations, meaning there was no overriding Order in Council that would have exempted those sales from the Regulations. In the Cowessess Order in Council, the Land Regulations were upheld, with the exception of the residency requirements.

Several sales customs developed "unofficially" through practice. One was the use of the surveyor's upset prices as reserve prices at auction: if no one bid on or above the upset price, the land would not be sold. Alternatively, if there was a minimum or an estimated price per acre in the surrender document, it could be used as an upset price. Research on individual band files may reveal cases where land sold below the upset price. The value of improvements made by the Indians was added to the upset price so this expenditure could be recouped.

Until 1910 the reserve or upset prices were kept confidential until the time of sale, although it is not clear whether they were announced before the bidding. Analysis of buying at the upset price may reveal cases where the prices were known in advance. Although a limited number of people would have advance access to prices (the surveyor, J.D. McLean, the Deputy Superintendent General, W.A. Orr, D.C. Scott, clerical staff, and the agent in charge of sales), it is known that the prices did circulate, by paper, from McLean's office, or by rumour. McLean maintained the list of individuals who were interested in sale notices and land descriptions, and it appears that in at least some cases the upset prices were marked by hand on the papers. This knowledge became problematic only if the prospective buyers prearranged sales with the person in charge of the auction, or the auctioneer, as at the Moosomin/Thunderchild sales. After early 1910 it become a general practice to release these prices in advance; the reason for the change is not known. When the sale of Blackfoot lands was held in 1911, the buyers had a catalogue of prices in advance, and there is some evidence that there were indeed prearranged purchases. Auctioneers received one-half of 1 per cent of the total proceeds of the sale, to a maximum of $200.

By late November 1908, the Department had begun the practice of requiring a $100 security deposit per purchase at the time of the bid, unless the down payment was less than that, in which case the down payment was used to secure the bid. The origin of this change in policy is not known; it was not in effect at the June 1908 sale of Cote lands. The practice was mentioned in the September 1908 advertising for the Crooked Lakes sales, and was employed in the November 25, 1908, Crooked Lakes sales, but it was not used in the November 4 sale of Grizzly Bear's Head/Lean Man lands. It is interesting to note that Inspector Graham had some difficulty at the Cote land sale that year when a buyer was unable to produce the down payment, and the land was put up for sale again. The potential buyer made a complaint to the Department, and it defended Graham's actions. It is possible that this experience was the source of the change in policy.

Once a sale had been made and recorded, the buyer could then assign the land to an assignee, for a $1 per sale transfer fee, provided the payments were up to date. The assignee would then be responsible for making payments. There was no requirement, as there was for the Department of the Interior, that the assignor verify that he had no outstanding debts or liens that would affect the land. As a result, fraud could and did occur in assignments.

Yearly notices would be sent out from the Lands and Timber Branch (Orr) to remind the buyers of instalments due, with interest. In the earlier years, this function was assisted by the agent in the field, but later on it became primarily an administrative matter out of Ottawa. If a buyer had more than one purchase, the total would be calculated in the invoice; the buyer was expected to make a payment on the total purchase. If the buyer did not send in a payment, the Department would use its discretion in issuing warnings that the sale might be cancelled. Theoretically an official would visit the land to inspect it for improvements before the sale was cancelled. If a sale was cancelled, the land was repossessed by the Department, and all payments made to date were kept by the Department in the band's account.

The calculation of interest was not always standard. Until 1908, the interest was to be calculated on the instalments from the date of sale until the date of payment, so that the amount of interest would grow with each instalment, even though the instalment amount was the same each year. There was some leeway in how this amount could be calculated, especially when payments went into arrears. Once the change was made in 1908 to interest charged on unpaid balance, there was a question of whether unpaid interest should be added to unpaid principal, if the account was in arrears. There were also variations in how the Department dealt with requests by buyers for special services. A buyer might ask that he be required to pay interest only, or that payment in a given year go to pay for one particular quarter, rather than applied broadly to the total amount outstanding for multiple purchases.

When payments were collected, 10 per cent was taken off for the Land Management Fund, a fund rationalized as necessary to pay the expenses of administering land sales, including the auctions, but in fact used for agency salaries and expenses in Ontario and Quebec. The practice was discontinued in 1912, and after 1913 this money was reimbursed into the band accounts (see Chapter 3, Chronology, 1896 and 1911). The remaining moneys went into the capital account of the band, but they did not begin to draw interest until April 1 of the next fiscal year. Thus, a land payment received by the Department on April 30 would not draw interest until April 1 of the following year. Capital expenditures required band approval, unless otherwise specified in the surrender document. After 1897, the fund paid 3 per cent into band interest accounts, down from 5 per cent before 1883. In most cases, this interest fund was distributed to the band via the agent, but the agent, or the Department, could and did redirect the money before it was distributed, as it could not be controlled after it was distributed. In 1910, the Department began to deposit the interest paid by purchasers directly into the bands' interests accounts, to augment the funds available for farming expenditures (and thus reduce parliamentary expropriations).

Patterns in Land Purchasing

The pattern of buying has been described very roughly in three ways: Did departmental officials buy land? Were the lands bought by speculators or settlers? Who were the buyers? These descriptions are approximate, at best, since the available research is very limited, and the writer of this report did not have time to do a complete analysis.

Did Departmental Officials Buy Land?

One question that is raised occasionally is whether or not departmental officials benefited from land purchases. Section 134 of the *Indian Act* 1906 (previously section 110) stated: "Every agent for the sale of Indian lands who, within his division, directly or indirectly, except under an order of the Governor in Council, purchases any land which he is appointed to sell, or becomes proprietor of or interested in any such land, during the time of his agency shall forfeit his office and incur a penalty of four hundred dollars for every such offence, recoverable in an action of debt by any person who sues for the same."

This restriction was in all the versions of the *Act*, but its meaning is ambiguous. Did it apply only to the agent in charge of selling the land, or to the agent in the agency where the sales were taking place? If this provision was enforced on the prairies, there was no record of it in the cases examined.

There were several cases where there appears to have been contravention of this provision, in that the employee or his spouse bought land in the agency for which he was responsible:

- Matthew Millar and Henry Cameron at the Crooked Lakes surrenders;
- Ellen Carruthers, wife of Henry Carruthers, clerk at Stony Plain.
- J.O. Lewis at St Peter's.
- The wife of Agent George Day, at Grizzly Bear's Head/Lean Man.
- John C. Ginn at Roseau River.
- The case of Alice Tye, William Graham's secretary, who bought land at Crooked Lakes when Graham was in charge of the sale, is questionable, as were the purchases of her brother at Crooked Lakes and Muscowpetung.
- The same is true of William Blewett, who did not directly purchase land at the Cote sales, but was part of the land company that did acquire an interest. Blewett was Indian Agent at the time.
- W.H. Waddell, the man who subdivided the Blackfoot reserve while on contract to the Department in 1910-11, successfully bid on land at the June 1911 sale and was one of the largest buyers (being familiar with the land). This purchase was after the 1910 directive, but since he worked on contract, and the contract was completed before the sale, it may not have been considered a conflict.
- Other departmental officials acquired an interest in lands, including, Frank Pedley and James Smart. Herbert Awrey, a clerk, acquired land in at least three sales. Horatio Nichol acquired land at Pasqua, and later received a promotion to that agency. Several other school officials bought land at Pasqua.
- William Murison was agent at Touchwood when he bought land at the Muscowpetung sale. J.D. Lafferty was a medical attendant when he bought land at the Peigan sale. E.L. Cash was a medical attendant at Pelly when he engineered some sales for his friends. J.A. Markle asked permission to buy land already sold to other buyers at the Samson and Bobtail sales.
- Three former employees – law clerk Reginald Rimmer, Commissioner A.E. Forget, and S.S. Simpson – bought land at land sales. Thomas D'Arcy McGee, who made purchases at

Muscowpetung, may have been the same man who had worked for the Onion and Saddle Lake Agencies.

- Wilbur Bennett acquired land at Grizzly Bear's Head/Lean Man and at Stony Plain while he was an employee of the Department of the Interior.

In 1910, the directive was made that no officials or their spouses should buy land in Indian land sales.

What Types of Buyers Acquired Land?

The purpose of this analysis was to determine whether the land was being purchased by local settlers or farmers, the local business and professional community (merchants, lawyers, judges, realtors, clergy), or by non-local buyers. It is not always possible to tell the occupation of buyers from sales lists, so some guesswork is involved.

"Outsiders" are here defined as those from outside the immediate district; they may come from a nearby large city, from the United States, from Ontario or Quebec, or from Great Britain. They may have been buying on behalf of land companies. Although it cannot always be assumed that they were speculating, it is likely that in most cases they were.

Some local business and professional people were also farmers, so this definition is imprecise. Other local buyers were speculators. The recorded occupation, where available, is used as a guide, but a more detailed analysis of land sales files might reveal whether the buyer was farming, retaining the land in an unimproved state, or leasing it.

The count has been made on purchases of quarter sections or fractions of such. It is worth noting that in many cases, particularly in sales between 1906 and 1909, the local settlers/farmers bought the fractionals adjoining privately owned properties, whereas outsiders bought the large blocks and entire sections. The actual acreage bought by local people might be far less than that acquired by outsiders, so these percentages will be somewhat misleading in terms of total land acquisition.

Not all the surrenders covered in the study are included here.

The earliest sales, before 1906, accord roughly with demand. Rarely was the demand for surrenders generated by local farmers, for there was still adequate land to purchase and homestead.

The demand might come from speculators, both the local business/professional community and outsiders. For instance:

- In the first 1891 Passpasschase sale, the land went to people from Calgary (five individuals), Ontario (one individual), and Quebec (three individuals, two of whom were married to each other). None were from the Edmonton area.

- In the Stony Plain/Enoch surrender, 1902, sold by tender, 38 purchases, or almost 80 per cent, went to the merchants McDougall and Secord of Edmonton, friends of Frank Oliver. One purchase went to the spouse of a departmental employee, Henry Carruthers, five went to other merchants, and 12 quarters went to local men who appeared to have been interested in farming the land.

- Although no statistical analysis was done of the Sharphead sales by the Dominion Lands Agent, many of the buyers came from Nebraska, Minnesota, and Iowa, and this area was targeted by the agents as a potential source of settlers.

- Roseau River (1903) was somewhat of an exception for the time, since it was in a more heavily populated area, where land had a greater market value and there was some local demand for the fertile reserve lands. The Department accepted the recommendation of a local auctioneer, George Walton, and not only sold by auction here, instead of tender, but allowed buyers to pay on 10, rather than five, instalments. At the sale, 66 per cent went to local area buyers; 6 per cent went to Winnipeg buyers; and 28 per cent went to buyers from North Dakota, Calgary, and Ontario.

- The Carry the Kettle sales in 1906 were among the first held by auction, with the exception of Roseau River. There was clearly no local demand for land: 39 per cent went to Sam Clarke, a speculator and politician from Cobourg, Ontario; and 61 per cent went to the Mathesons and Mitchells of Brandon and Winnipeg .

- The Pasqua sales in 1906 were affected by the promise of a rail line through the reserve, putting the surrendered area within close proximity of a line. Although the land was not completely settled or homesteaded around the reserve, the presence of a line led speculators to buy in hopes of increased settlement and market values: 53 per cent went to outsiders, particularly J.R. Miller of Toronto; 15 per cent went to district business and professional people; 3 per cent went to departmental employees; and 29 per cent went to local farmers, much of the land in fractionals.

- It is known that at the 1906 Alexander auction in Edmonton, two-thirds of the purchases were made by four men, one of whom, J.R. Miller, was from Toronto, and the others – William A. Wood, Patrick Dwyer, and Charles Bacon – were ostensibly Albertans, from Edmonton, but they may also have been speculating. Wood was a CPR clerk, and Bacon and Dwyer were "gentlemen." F.W. Grant of Midland, Ontario, purchased three quarters. Larue and Picard, merchants, who acquired land at Stony Plain in 1902, made three purchases; they had also made additional purchases that they transferred to Miller. Other purchases were made by Edmonton merchants and barristers. Only about 11 per cent appears to have gone to farmers.

- The Grizzly Bear's Head/Lean Man sales in 1906 are not described here, but a large proportion of the sales went to realtors and businessmen, including Wilbur Bennett of Omaha, an employee (contractual) of the Department of the Interior. The Indian Agent's wife acquired land, as did a former employee, S.S. Simpson.
- The 1908 Crooked Lakes sales also brought mixed results; the demand from local farmers, which had extended back nearly 20 years, would have led one to expect most of the purchases to have come from the Broadview area, but this was not the case: 59 per cent went to outsiders, including the Western Canada Colonization Company; 25 per cent went to local business and professional people, including many from Broadview; 13 per cent went to local farmers; and 3 per cent went to departmental employees.

In 1909, there were many sales, more than in any other year. By this time there was a rebounding of the economy from a mini-recession in 1907-08, and the price of land was going up. The pace of railway construction had increased, and most homestead lands in the railway belt were occupied. Still, sales show a mixture of outside and local interest.

- At Fishing Lake the land was not sold until two years after the surrender, and two sales were required to sell the land. At the first, a buyer, Charles Peterson from Lillyfield, Manitoba, bought a few quarters; he was the only purchaser. At the second, in 1910, D.H. Hudson of the Hudson Lumber Company, Winnipeg, bought all the remaining land but one quarter.
- At Swan Lake, Manitoba, in contrast, there was much local interest, and had been for some time; this was in the populous southern Manitoba grain belt: 47 per cent went to local farmers; 29 per cent went to local business and professional people; and 24 per cent went to outsiders – they were listed as speculators, but had local addresses.
- The Thunderchild and Moosomin sales brought the speculators forth – not only the prolific buyer F.W. Grant, but local speculators like judges Brown and Lamont from Saskatchewan: 54 per cent went to outsiders (Ontario, Michigan, Maine, Winnipeg; the Michigan people probably were, however, settlers); 15 per cent went to local farmers, mostly fractional quarters; and 31 per cent went to Saskatchewan business and professional people.
- The pattern was similar for Muscowpetung sales: 54 per cent went to outsiders, including James Wallis and the Western Canada Colonization Company; 8 per cent went to local

business and professional people; 10 per cent went to government officials; and 20 per cent went to farmers, mostly fractional quarters.

- At the Hobbema sales for Samson and Bobtail, the pattern was again similar: 43 per cent went to outsiders; 22 per cent went to local business and professional people; and 35 per cent went to local farmers.
- At the Key land sales, the same pattern emerged again: 58 per cent went to outsiders; 18 per cent went to local business and professional people; and 24 per cent went to local farmers.
- Both the Peigan and Blackfoot sales brought substantial numbers of Alberta buyers, but they have not been analysed here. The Peigan sale included some sales to government officials and small syndicates, as well as small land companies, but included many Calgary area ranchers.
- The last sale in the case study, Mistawasis, went in 1911 to two Prince Albert buyers: a local businessman and a local physician.

The fact that speculation continued lends credence to the view that not all the demand was generated by a direct demand for the fertile lands of reserves, although that was certainly a dominant local factor. Other considerations, such as the desire to remove Indians from local settlements and markets, and the Department's own fiscal policies, must also be reckoned. In the evaluation of surrenders it is always of interest to reconcile purchase patterns with the original demand.

Who Were the Land Speculators?

See Key People; Chapter 2: Land and Colonization Companies; and Appendix D: Clifford Sifton: Investments.

One of the other objectives of this study was to examine land buyers themselves, with a view of determining who they were and whether they were in any way connected to the Department, creating a conflict of interest. Was the demand being generated by those with a direct monetary or political interest in the outcome of sales? The surrender of the Moose Mountain Assiniboine reserves is one of the clearest early examples where this appears to be the case. In other surrenders, the conflict is not present, or is more clouded or complicated by people and events.

The results of the study are somewhat conjectural, for the records of land purchasers themselves are very superficial. The Department, in making collections, was not concerned with who the purchaser was, but simply with the individual's ability to pay. At the time of sale there were instances where officials deliberately favoured buyers (e.g., by sending out upset prices), but by the time collections were made the concern was monetary, not political. Files might reveal a letterhead, and thus a company behind the buyer; they might reveal that someone else was actually paying for the land, or they might argue for leniency in payment schedules; they might indicate that the assignee was the party with the speculative interest. Otherwise, the correspondence does not tell us much about the buyers.

Certainly, any departmental officials who may have been benefiting were careful in revealing their involvement: Herbert Awrey placed bids through the cleaning lady; Pedley and Bedford-Jones used friends and law partners. Sifton also ran his investments and land purchases through other names. This discretion was particularly true after Smart, Pedley, and White were essentially "caught" in their fraudulent scheme, and it makes it more difficult to trace the involvement of the interested parties.

Some of the necessary research to establish these connections has not been done: corporate histories, genealogies, and tracings of land sales records, issuance of patents, raising of titles, and transfer of titles. The examination of the first group of buyers, as outlined above, is not sufficient for understanding the interests in land. Who was assigned the land? Who was actually paying for it? Who received patent? Title? And second transfer of title? This work was done in the analysis of the Moose Mountain sales and it revealed many individuals who picked up the land for investment purposes.

This caution does not seem to have extended to lower-level employees who bought land directly. Although they may have realized that there were ethical problems, there was no penalty before 1910. The use of influence and patronage was so widespread in this era, in both government and business, that it was not perceived as a problem, except to the political opposition. Investment in Indian lands was no different from investment in any other type of land. If it appeared profitable, and a political associate could help obtain a land deal, it was done. The results of the Ferguson Commission, 1915, made this point clear (see Appendix E).

Clifford Sifton, while Superintendent General, approached the taking of surrenders with some caution; it has sometimes been said that he kept them at a minimum. Apart from his responses in the House to queries about surrenders, in which he always said they could only be taken with the consent of the Indians, he did nothing to discourage the taking of abandoned reserves or the surrender of land, where there was strong external pressure. Nor did Sifton safeguard the procedures for taking surrenders; practice was sloppy and ad hoc, and few records were kept of procedures and votes.

It has been alleged, without proof, that Sifton had a financial interest in the purchase of land by tender to Moose Mountain, and possibly to Chacastapaysin and to Cumberland IR100A. If so, he passed the money through Bedford-Jones and associates. There is at this time no real evidence, but there are repeated hints in correspondence that Sifton did use his position to benefit from land deals in general:

- His private secretary, A.P. Collier, went on to become a realtor when he left Sifton's employ, and had some investments with Sifton when he was still employed.
- The lawyer who was alleged to have handled Sifton's involvement in the Moose Mountain lands, Frank Phippen, did in fact do legal work for Sifton over many years. Phippen was at one time a partner with one of Sifton's political opponents, Conservative Hugh John Macdonald, son of John A. Macdonald.
- James Smart did not always get along with either Sifton or Collier, but he did have joint business interests with Sifton in the West. If Sifton was not involved directly in some of Smart's purchases, he certainly allowed them to happen.
- Smart and Sifton, along with J. Turiff, A.J. Adamson, C.W. Speers, J.O. Smith, and D.H. McDonald, appear to have had a financial interest in the Saskatchewan Valley Land Company. Sifton maintained a long association with Colonel A.D. Davidson, of this company, and, consequently, with the Canadian Northern Railway land sales.
- Sifton's close network of political and business associates, including the above, but also A.E. Philp, his brother Arthur, J.H. Ross, C.A. Masten, Walter Scott, George Bulyea, John Bain, and A.W. Fraser, show up regularly in business enterprises in the West, particularly land investments. Fraser was on the list for notices of land sales.
- There were purchasers at Indian land sales who were regular correspondents with Sifton, particularly about Liberal patronage. These included J.H. Lamont of Regina and the Mathesons of Winnipeg/Brandon. J.A. McDonald, who bought land at Muscowpetung, was the brother of D.H. McDonald, a Sifton Liberal associate, and part of the Saskatchewan Valley Land Company syndicate. E.L. Cash engineered Cote land sales and probably acquired some interest in the townsites. A.J. Adamson bought land at Chacastapaysin. George Walton, who was influential in Roseau River sales, and in serving as auctioneer in later Indian land sales, was a close associate. Winnipeg and Brandon were centres of real estate activity, and many Winnipeg businessmen can be found in land sales throughout this era, but connections to the Smart/Sifton network out of Brandon need to be investigated. Herman Finger and

William McBrady purchased land at several Indian land sales; they were from Port Arthur, site of some of Sifton's most active real estate investments, and managed by A.E. Philp. The McDougalls of Fort William, near Port Arthur, bought land at Muscowpetung and Crooked Lakes.

When one looks at Sifton's total business career, it is obvious that he and his family benefited enormously from the natural resources, including land, of the prairie west which were ceded by treaty.

The pattern of speculation established at the turn of the century, with the first land sales by tender, did not end with the competitive auctions of Oliver's era. In spite of Oliver's often public objections to land speculators on principle, he did nothing to prevent speculation in sales while he was Superintendent General. Speculators F.W. Grant, W.E. Preston, the Kennings, Sam Clarke, and J.R. Miller were active during Oliver's years in office. As the Ferguson Commission revealed, Oliver acquired Indian lands through a relative; although he did not obtain title to the lands while he was Superintendent General, his son-in-law did.

Some of the networks of activity which can be postulated from the data are as follows:

- Pedley, Smart, and White formed their own type of syndicate with the purchase of the Moose Mountain and Chacastapaysin lands in 1901-02. Wilbur Bennett, the Canadian Immigration Agent in Omaha, was one of their original group; he worked with William J. White in the Immigration/Interior Departments, and he helped engineer the West/Armstrong proposal, although it is not known how much later involvement he had. Bennett purchased some unadvertised lands at Sharphead sales by agent, and later resold them. He was originally from Alberta. Although he did not purchase land directly at the 1906 Grizzly Bear's Head/Lean Man sales in Battleford, Saskatchewan, he procured much of the land on assignment. One of his partners there was E.H. White, a local realtor and son of William J. White. The other partner was S.S. Simpson, the auctioneer for the sale. Simpson, from the Brandon area, was certainly known to Sifton, for it was Sifton who first procured him a job as farming instructor for the Battleford Agency in 1902. It is possible that Simpson was related to the surveyor George A. Simpson, who also had ties to the Battleford area; the latter Simpson led a double life as a land agent for a colonization company while working for the Interior and Indian Departments as a surveyor. He was exonerated of conflict of interest, however.

- Both Simpson and Bennett appear to have been present at the November 1909 Moosomin/Thunderchild sales, and to have been part of the meeting before the sale when some of the buyers divided the land among themselves, but they did not purchase.

- Simpson was married to Margaret Speers and was involved with her father, Robert, in a Battleford district realty company. Both acquired an interest in the lands from the Grizzly

Bear's Head/Lean Man sales, as did other Speers relations. It is also possible that these Speers might have been related to the General Colonization Agent in Winnipeg, C.Wesley Speers, a Sifton associate who got his job through Sifton and was the agent who organized the Saskatchewan Valley Land Company.

- George Walton, the auctioneer at the third Grizzly Bear's Head/Lean Man sale, in June 1909, was yet another Sifton correspondent and Liberal. Agent Joseph Day, who was in charge of the sales, was a strong Liberal, and lost his job for his partisanship after the government changed.

- A.C. Bedford-Jones, Pedley's former law partner who engineered bids in at least four sales (Cumberland IR 100A, Chacastapaysin, Moose Mountain reserves, and Stony Plain), all in 1901-02, went into business with Beaumont and Marsh, the men who had their signatures attached to the Moose Mountain tenders, in the Canada National Land and Development Company, chartered in late 1903 in Ontario. This firm paid for the one quarter acquired by their associate George Angus in the Stony Plain tenders. The involvement of Pedley, Smart, and White in this company is still not known, although it has been postulated that they were involved.

- James Smart started his own Montreal-based land company in 1903, after he left office as Deputy Superintendent General, but was still Deputy Minister of the Interior. He also acquired CPR land and was involved in some colonization schemes. Smart acquired at least one homestead, near Saskatoon, in 1903, at the time when real estate values were escalating there, but this purchase has not been tracked. He was a regular recipient of the notices of Indian land sales from 1905 onwards, although his name does not appear on any purchases. A partner in the hardware business in Brandon, Peter Mitchell, bought land at Carry the Kettle.

- Another network of activity appears around F.W. Grant, a barrister in Midland, Ontario. Research into his private papers revealed the "conspiracy" for purchasing land at the 1909 Thunderchild/Moosomin sales. Grant was a purchaser there, as well as at Alexander, Michel, and Samson/Bobtail. He sometimes partnered with W.E. Preston, a merchant at Midland, and sometimes with D.A. White, or James Playfair, or W.J. Aikins of Dunnville. White, Preston, and Playfair seem to have had ties through the lumber business. Grant was brought to the attention of the House for buying Indian lands in 1905 in the Georgian Bay area through the influence of his brother, George, a Liberal MP. Grant received notices of sale from J.D. McLean, and his papers reveal that McLean and a clerk in the department, P.J. O'Connor, pencilled in upset prices. Grant also received information from Manley Chew, a Liberal lumber man at Midland, and from J.R. Miller, below; he was connected as well to William Mulock, a close Sifton political associate who acted for Sifton as Minister of the Interior when the latter was away from office. There is a William Preston at Stratford, Ontario, who was a merchant, and a correspondent of Sifton's, but it is not known whether they are the same person.

- Joseph Robert Miller bought land at Alexander and Pasqua. Miller may have been connected to Grant; according to one researcher, Grant received some sales information from Miller. His wife was the sister of Horatio Nichol, the clerk at Crooked Lakes who later became the agent at Qu'Appelle and who bought land at Pasqua. Newspaper accounts of the Pasqua sales suggest that Miller was connected to the Grand Trunk Pacific, which was soon to build a line through that reserve. He was also a businessman with apparent connections in international trade.

- Sam Clarke of Cobourg, Ontario, was an Ontario MPP, and in 1906 he acquired lands at Pasqua and at Carry the Kettle. He was a friend, allegedly, of Frank Pedley, through Pedley's wife and her father. He was present in the Moose Mountain area when some of the first visits to scout land were made by Pedley's associate; he was apparently looking for land for some Ontario farmers. J.A. Staples, who bought land at Crooked Lakes, was also from Cobourg.

- One of the other buyers at Carry the Kettle in 1906 was a former employee of James Smart's hardware company, and another was the brother of a close Sifton family friend, R.M. Matheson.

- James R. Wallis acquired land by purchase and assignment at Muscowpetung in 1909. The assignment was from the Western Canada Colonization Company, which acquired land both here and at the Crooked Lakes sale in 1908. Wallis may have been related to Daniel Wallis, also of Iowa, who got land at the Sharphead sales circa 1900. Wallis leased and sold his land, and had considerable trouble paying for it, resulting in some temporary cancellations and some payment concessions. There may also have been some connection to Wilbur Bennett in Omaha, Nebraska/Council Bluffs, Iowa, who also got land at Sharphead and recruited buyers from the United States.

- The Western Canada Colonization Company is not known to have had direct ties to the Department in any way. In 1904, the eventual founders of this company, including F.B. Lynch and O.A. Robertson of St Paul, who then had the Northwest Colonization Company, joined with A.D. Davidson of the Saskatchewan Valley/Saskatchewan Valley and Manitoba Land Company fame to form the Western Canada Immigrant Association. Davidson was part of the land syndicate connected to Sifton, Smart, Speers, Adamson, and McDonald.

- W.A. Kenning, a realtor from Winnipeg, had a relation in Guelph and ties to George Henry Stewart of Winnipeg (Stobart Sons and Co.). He was one of the men who were meeting with Grant, Bennett, Simpson, Judge Brown, and Aikins about the Thunderchild/Moosomin sales. Kenning and Stewart also acquired land at the Crooked Lakes sales in 1908.

There are other queries. Was E.G. Paget of Indian Head, who bought land at Crooked Lakes 1908, related to Frederick Paget, chief clerk for the Department in 1904, who was formerly a clerk at the Commissioner's Office in Regina? Paget had access to files concerning sales and surveys. Was

Francis Atherton Bean, who acquired land through the Western Canada Colonization Company (Crooked Lakes sales) and became a farmer in Saskatchewan, related to John Bean Lash, Indian Agent and cousin of Z.A. Lash, who represented Bean as legal counsel? Was Michael Robson of Regina who bought land at the Muscowpetung sales in 1909 related to Elizabeth Robson, who also worked in the Regina Commissioner's Office? Was A.P. Collier, Sifton's secretary, related to the Peterborough, Ontario, E.H. Collier who acquired land through the Western Canada Colonization Company also (Crooked Lakes)? Was D.L. White, partner of F.W. Grant and W.E. Preston in some land sales, related to E.H. and W.J. White? Similarly, it is not known whether W.J. Aikins was related to J.A. Aikins, who had investments with Sifton.

RECOMMENDATIONS FOR FUTURE RESEARCH

Issues

Because of time limitations, there was no research on land surrenders outside the prairies or on surrenders taken after 1911. In particular, these surrenders should be linked with the pre-Confederation surrenders of eastern Canada and comparisons made. This study will help establish the development of departmental practice. Similarly, the precedents of this era contributed to the surrender practice through to 1930, but many other events were also important: for example, Commissioner Graham's Greater Production plan, the war, and the Soldier Settlement era. By 1930, the Department had ostensibly ceased the practice of surrender for sale, but surrenders continued to take place when they were perceived to be necessary.

The extensive investments of Clifford Sifton are at best mysterious and, should demand warrant it, a complete search should be made of his correspondence files, with follow up research on some of his correspondents and partners. No definite link to speculation in Indian lands has been found at this point, but additional research may be justified to determine whether Sifton benefited from the natural resources of the West by using his extensive connections and associates to invest and to keep his own involvement anonymous. One lawyer in Winnipeg asserted in the late 1970s that Sifton was behind the speculation on Moose Mountain lands, but this connection has not been proved.

Similarly, little research has been done on colonization companies, particularly the ones that flourished at the turn of the century. There is enormous potential for work in this area. Some of this research will not yield insights into Indian land sales, but it will help researchers to understand the business and political dynamics of land development in this era.

Genealogical research is necessary to trace potential connections between departmental employees and land companies, buyers, and speculators. For example, was John Bean Lash related to Francis Atherton Bean, the former a departmental employee, and the latter a speculator? Was Wilbur Van Horn Bennett related to William Van Horne of the CPR? Was William Morris Graham related to Alexander and Edmund Morris? Was Sifton's adviser John Bain of Scotland related to William Bain, an investor in several land companies through the firm of Blake, Lash, Anglin and Cassels?

We need a systematic comparison of surrenders on the basis of land quality. Was the land surrendered of higher quality than the remaining reserve? If so, did the surrender affect future agricultural success?

There is a tremendous gap in our knowledge of band processes of understanding and consent. For the most part, the departmental and government postulations on the question of majority consent were predicated on the assumption that consent, as obtained, was informed. For instance, according to these assumptions, those who did not attend the meeting to vote were making an informed decision, aware of the consequences of their not attending. Similarly, it is assumed that they were aware of voting procedures, and of the consequences of signing the surrender document. If these assumptions are questioned, one would need to know more about the knowledge, traditions, and procedures of the bands extant at the time.

Similarly, we need to know more about the band's understanding of the role and powers of the negotiators. Did they know what authority the individual had to negotiate? Did they assume or were they told that this person had the power to enforce implementation?

We also need to know more about those cases where there was an apparent reversal in either opposition or support. For instance, a band might reject the notion of a surrender at one or two meetings, and then the agent would report that the band wanted a surrender. Several questions come to mind: Was all or part of the band present and vocal at the preliminary meetings? Who initiated and supported the proposal? Was the entire membership aware of the proposal? What was the role of the Indian Agent? What role did economic factors play?

Part of the answer lies in an understanding of band economics and of accounting and paying procedures. The more information we have on the way in which band income and disbursements were controlled by the agent, as opposed to individual band members, the more we can ascertain how much flexibility there was in the manner in which income could be generated and spent. For example, we know from 1909 departmental circulars that land sales distributions and annuities could not be expropriated by the agent to pay creditors, but money from wage labour or sale of produce could be. The only way that land sales moneys could be used to pay for debts, then, was with the band's approval for use of capital or interest.

Were surrenders for cash understood as the primary means of raising cash not available through appropriations? Was this cash a supplement to, or a replacement for, treaty appropriations? Did individuals have any leeway in how their own funds were spent?

What about the practice of taking surrenders: Were the payments made before the affidavit was taken? Did payments ever exceed the amount authorized for distribution? Were there discrepancies between the signatures or text of the original surrender document and the one that accompanied the request for approval by Order in Council? If a check was done on the absentees who were paid after the surrender was signed, would it reveal anything informative about who was present at the surrender meeting?

Comparisons should be made of the voters' list, if there is one, with the signatures on the surrender document. Paylists, interest distribution lists, and census records should be checked for confirmation of the ages of the recorded voters. Was there proper certification of the affidavit by the band? Did the proper authority witness the signatures? Was the official taking the surrender properly authorized to do so?

We also need to know about the aftermath of surrender. Which bands reported an improvement, or at least a status quo, on individual earning potential? Which bands became more self-supporting, and which bands became less so? In what situations was departmental spending subsequently cut, and land sales used to fund items previously paid for by the Department?

With respect to land sales, researchers should query the following: Was the sale competitive? Was there sufficient advertising, including lead time? Could buyers examine the land or obtain adequate descriptions? Was there any access to upset prices before 1910? Was there any evidence that potential buyers "rigged" the sale? Was the sale held at a time of year when buyers could attend and would have had money in pocket? Was the sale held in a year when prices were optimal, given market demand in the area, grain prices, and disposable income available to farmers? Was the method of sale appropriate? Was the auctioneer fair? Was there any indication that he might be unduly benefiting from the contract or that he was favouring buyers?

In regard to Land Management fees, research is required to determine whether the band was reimbursed after 1913 for moneys collected from sales. If there was an advance from the fund, did the bands pay interest on this advance? See, for example, Muscowpetung, Roseau River, Pheasant's Rump, and Ocean Man.

Researching Land Sales

Records held by the Department, including the Auditor General's reports and trust fund records, can be examined to determine whether the band received the benefits promised by the surrender agreement. The Department kept files on each buyer and kept copies of correspondence in these files, and they are an excellent source of information. They are now part of the Central Registry series.

Relevant questions to be asked include the following: Did the Department collect interest in the appropriate manner for the time? Did the Department enforce sales collections? If not, was there any loss to the band when payments were delinquent or were cancelled? Did land sales agents or collection agents receive a portion of what they collected? Were the auctioneers paid a reasonable fee, in the context of the time? Was political influence used to defer payments, or alter the terms of payment? Was the recorded buyer the one who was actually paying for the land? Were there any irregularities in assignments? Were the Land Regulations followed when the surrender sales were not exempted from them? Does the pattern of assignment, the issuance of patent, and the raising and/or transfer of title indicate who had the "real" interest in the land? Was debt reduction applied to the outstanding purchases? Were there crop share arrangements?

Sources

There are many other sources which were not fully investigated in this study. Newspaper accounts can yield many small items of information about land prices and sales, club meetings, public profiles of key people, and the social and economic milieu of the times. Social columns, for example, can reveal genealogical connections. This is very time-consuming work, but it can be rewarding.

Corporate papers, held in private and provincial archives, can shed light on relevant correspondence. Records of civil litigation can reveal many of the dynamics of company dealings and procedures which would otherwise be obscure.

More research into the Manitoba Archives would probably be warranted, given the prominence of Winnipeg as the home office for most land and real estate companies. This research, of course, can be supplemented by work in other provincial and private archives, especially in the search for corporate records.

KEY PEOPLE IN LAND DEMAND, CONSENT, ACQUISITION

Note: The information below is taken from biographical reference works (see Reference List), other sections of the report, Department of Indian Affairs and Department of the Interior Establishment books, and specific sources cited.

Adamson, Alan Joseph (born Ireland, married Julia Turiff, sister of J.G. Turiff), telegraph contractor, Battleford, 1875; farmed in Manitoba to 1891, then went into grain business; hardware merchant, realtor, Rosthern, Sask., 1898-1900; set up Western Trust Company, moved to Winnipeg; elected to House of Commons for Humboldt 1904; one of first directors of Saskatchewan Valley Land Co.; scrip speculator; named in Ferguson report as receiving grazing lease favours from brother-in-law J.G. Turiff while latter was Land Commissioner, Interior; investor in *Canadian Farmer*, c. 1907, with Sifton and possibly Oliver; director of Canadian Territories Corp.; acquired land from Chacastapaysin; principal investor in Western Trust Company, with Turiff.

Adams Brothers of Brandon, added to patronage list September 1898 (NA, RG 10, vol. 1122, McLean to Forget); associates of Clifford Sifton in Brandon.

Aikins, James Albert Manning (born Grahamsville, Ont.), barrister in Winnipeg 1879; counsel for Department of Justice, 1879-96; counsel for government of Manitoba, 1900; counsel for CPR in western Canada from 1881; brother of John S. Aikins (realtor, member of Manitoba legislature, 1879, and director of Manitoba and Northwest Loan Company); according to letter from C.A. Masten to Sifton January 29, 1898, had some business dealings with Sifton, which may have been in connection with *Manitoba Free Press* (NA, Sifton Papers, MG27, II D 15, C475, 31522).

Aikins, W. J. (from Dunnville, Ont.), bought land at Moosomin/Thunderchild sales; partner in purchase with William Preston of Dunnville, who was also partner with F.W. Grant. There is also a Wesley Aikins who acquired land at Crooked Lakes.

Alloway, William Forbes (born Ireland), part of Red River expedition; became banker, Winnipeg, with Alloway and Champion; Liberal; scrip dealer; acquired land from Key/Keeseekoose, Cumberland IR 100A, and Chacastapaysin.

Anderson, William, Agent at Edmonton Agency in the 1880s and involved in the pressure to take the Passpasschase reserve; transferred to Regina in 1887 to an office job, because of poor health.

Annable, Humphrey F., bought land at Peigan sale 1909; director of Great Northern Land Co., Taber, Alberta.

Antoine, Chief, signed Roseau River surrender and affidavit.

Armstrong, Joseph (from Millbrook, Ont.), banker in Omaha, Armstrong and Wood; in real estate in Omaha, Armstrong, Alexander and Co.; part of the scheme to buy Moose Mountain reserves, with George West, but his signature was forged on the documents. His role was to buy from West, after the deal was made, but he leaked news of the venture to his friends in Souris, Manitoba.

Aspdin, Thomas (born England 1854, died February 1906), served in west in North-West Mounted Police from 1873; began to work for Indian Department, Moose Jaw, c. 1890; appointed Farmer in Charge of Assiniboine Agency 1897; appointed to look after interests of Sioux refugees 1900; appointed Agent, March 1901, recommended by Walter Scott: was commended as one of best officials in Department (NA, Sifton Papers, MG 27, April 3, 1900-May 6, 1901); took surrender at Carry the Kettle 1905; replaced by W.S. Grant.

Awrey, Herbert N. (born 1869 Ontario), hired 1902, clerk at Headquarters, Indian Affairs; assisted Maria Allison in submitting tenders for Michel lands 1904 (she was apparently working on his behalf); acquired land at Cote and Kahkewistahaw while a departmental employee; promoted through system, retiring in 1937.

Bain, John (born Scotland), Sifton's financial adviser; worked for International Marine Signal Company; became private secretary to Minister of Customs, 1896; Assistant Commissioner, Customs of Canada, 1906-07; also seemed to have worked at one time as intelligence agent for His Majesty's Board of Trade, c. 1910. Could he have been related to William Bain, accountant in firm of Blake, Lash, Anglin and Cassels, in Toronto? William Bain invested in the Saskatchewan Valley Land Co., and in the Saskatchewan Valley and Manitoba Land Co.

Bean, Francis Atherton, of New Prague, Minn., F.A. Bean Properties held land in Saskatchewan and Manitoba; represented by Blake, Lash, Cassels, and Anglin; acquired land in Crooked Lakes sale by assignment.

Beaumont, R.B., barrister, Toronto; one of the three Toronto lawyers who submitted bids on Moose Mountain lands.

Bedford-Jones, Alban Cartwright, law partner of Frank Pedley, 1894-97; continued to be involved in business affairs with Pedley; involved in the false tendering process for Moose Mountain and Chacastapaysin reserve lands with Pedley, White, and Smart. He received notice of Crooked Lakes land sales in 1908 and appears to have been on regular distribution list for notices.

Bell, William Robert, investor, Qu'Appelle Valley Farming Co, and Bell Farming Co.; established the Bell Farm near Indian Head.

Bennett, Wilbur Van Horn (born Alberta, married Sadie McElhinney), had worked for Union Pacific Railway in Omaha; had real estate business in Omaha with William McElhinney, his brother-in-law; had worked as immigration/land sales agent for CPR; Canadian Immigration Agent, Omaha, Nebraska 1897, after lobbying by J.F. Lee of CPR; wife Sadie employed as his assistant; bought land at Sharphead sales 1899-1907, sold by Dominion Lands Agent; assignee for major portion of lands from Grizzly Bear's Head and Lean Man reserve, Saskatchewan, with Leonard Schiebel, and Henry Yates and Wallace Shepard of Omaha; associated also with firm of Champagne, Simpson, and Speers, Battleford. Is this the W. H. Bennett who wrote to Department 1896 about cutting privileges on reserves, and lists himself as a former Member of Parliament from Midland (NA, RG 10, vol. 1118, Letter from McLean to Bennett May 7)?

Blewett, William George, farming instructor Edmonton Agency, c.1899-1900; moved to Pelly in early 1907; Agent at Pelly at time of Key and Keeseekoose surrenders; negotiated and witnessed surrenders 1908-09; director of Kamsack Land Co. c. 1908 with J.D. Wallace, Graham Ingram, and other merchants and professionals; removed from office 1912; reinstated, but resigned in 1915.

Bray, Samuel, appointed Chief Surveyor 1899 (J.K. McLean and J.L. Reid under his employ); English; worked for railways in the east before entering public service 1884; later spent eight years in Mexico.

Brown, George William, Liberal lawyer and farmer, came to Regina 1882; partner of Norman MacKenzie; director of Northern Trusts Co.; elected to Legislative Assembly, NWT, 1894, with Oliver; appointed Lieutenant Governor 1910; invited to Alice Tye's birthday party at William Graham's house, c. 1915; named in Ferguson Commission report in connection with Craven Dam land sales. Brown had benefited from buying Dominion lands at low price and reselling at profit when the goverment expropriated them for the Craven Dam; Walter Scott, who became premier, assisted Brown in getting the lands.

Brown, James T., Liberal lawyer from Moosomin, Sask.; Crown prosecutor; served in Saskatchewan Legislature 1905; ran unsuccessfully for House of Commons 1908; bought land at Moosomin/Thunderchild sale but defaulted on most; bought land at Crooked Lakes sale 1908; named to Court of King's Bench in 1910, and Chief Justice of that court 1918. He complained to Clifford Sifton in 1904 that a Conservative Crown prosecutor had been appointed in Yorkton, taking that district out of his own circuit, and denying Liberal favours (NA, Sifton Papers, MG 27, II D 15, C508).

Budyens, Mr, listed in newspaper as major buyer at Swan Lake; possibly connected with William Heard, Sam Armstrong, A.R. McMillan, and Archie Campbell, who were listed as speculators. Budyens was not on sales book.

Bulyea, George H.V., appointed to Executive Council, NWT, 1892; elected to NWT Legislative Assembly 1894; Commissioner of Agriculture for NWT 1902, Public Works 1903; Lieutenant Governor of Alberta 1905; recommended by Commissioner Forget on May 31, 1897, for position of Inspector for Qu'Appelle, but McGibbon appointed (NA, RG 10, vol. 1120, May 31, 1897, Memo to Governor General in Council); director of Western Land and Development Co, with J. H. Ross; wrote in January 1902 to push a land surrender for Muscowpetung, on behalf of some men in Qu'Appelle; was in regular contact with Clifford Sifton 1900-03; acquired stock in

Saskatchewan Valley and Manitoba Land Co.; pushed appointment of farmer A.H. Miles at File Hills 1901 (NA, Sifton Papers, MG 27, letter book 5 - telegrams).

Burrows, Theodore Arthur, lumber merchant, Manitoba; brother-in-law of Clifford Sifton; Liberal member Manitoba Legislature 1892-1903; sat in House of Commons 1904-08; Lands Commissioner for Canadian Northern Railway. In 1900 Sifton wrote him and told him to get busy organizing a Liberal Association in Dauphin (NA, Sifton Papers, MG 27, letter books, October 5, 1900); co-investor with Sifton in *Canadian Farmer* newspaper.

Butcher, Chief, Head Chief, Peigan; opposed 1909 surrender.

Calder, James A., principal of Moose Jaw high school 1891-94; served in territorial government as inspector of schools and deputy minister of education; Liberal; elected to Saskatchewan Legislature 1905; held portfolios in education, railways, telegraphs and telephones; member of Assiniboia club .

Calihoo, Chief Michel, Chief of Michel at time of 1903 surrender; signed affidavit.

Cameron, Harry, interpreter, Crooked Lakes, 1888; bought land at Crooked Lakes land sale while working there.

Campbell, James Jamieson (born Bombay, India, brother to John Joseph), clerk in Regina from 1886; transferred to Inside service 1894; chief clerk 1906; acquired land in the Moose Mountain sale of 1901, while a clerk.

Campbell, John Joseph, clerk, Commissioner's Office, 1886; Agent, Moose Mountain, until dismissed in 1897; accused by Liberals of being partisan and of having worked against the election of J. M. Douglas.

Carruthers, Henry A. (born Ireland 1854), clerk in Regina 1886; clerk Touchwood Hills by 1894 (see NA, RG 10, vol. 3772, file 34984).

In 1897, Commissioner Forget recommended that Carruthers be dismissed when Agency clerkship abolished; instead he was made resident farmer at Gordon's reserve when he offered to act as farmer as well as clerk, and when his father, George Carruthers of Weymouth, England, wrote to Prime Minister Laurier asking that Henry keep his job, even though he was not a Liberal. This letter was referred by Laurier to Sifton, in July 1897, who asked Forget for an explanation. Henry wrote to Sifton explaining his father's letter, and his own situation. Accused of being a Conservative partisan, he admitted having voted for Davin the last election, but only because there was no suitable Liberal candidate. Carruthers spoke in praise of D.H. McDonald and James H. Ross as Liberals, but said that he felt he should not take an active part in politics while acting for the Government. Both Carruthers and Forget asserted his basic competence in office (NA, Sifton Papers, MG 27, C456, 8598). – In 1898 he applied for Agent's job at Touchwood, citing support of Prime Minister Laurier, Commissioner Forget, and D.H. McDonald (leading Liberal of

Qu'Appelle, he said); he offered to run the Agency using his wife as clerk. However, the incumbent, S. Swinford, did not leave right away, and Carruthers stayed until July 1899, when Smart recommended that he be transferred because of poor job performance. McLean defended him on the basis of the Inspector's reports, but he was transferred to Edmonton Agency early 1900 to take Mr Lake's place, over Oliver's recommendation of another man. Then the settlers in that area complained to Oliver in 1902 that he blocked access to the sawmill and did not allow a flour mill to be built. Carruthers defended himself against the charges, and blamed the miller, Thomas McGee, for trying to get rid of him. He was supported by Agent Gibbons. Soon after that, in August 1902, Oliver tried to have George Sutherland appointed to replace Carruthers. In 1903 Carruthers was transferred to Pelly Agency. In May 1904 William Graham complained that Carruthers was too fond of complaining and finding obstacles for his work. In 1906 he suffered a serious gun shot wound; J.I Wallace of Pelly (who would be a key player in later Cote surrenders and sales) signed the medical certificate for leave. Carruthers died in late 1906. (NA, RG 10, vol. 3877, file 91839-1; also NA, RG 10, vol. 1125; see also NA, Sifton Papers, MG 27, letter book July 14, 1897, to December 1, 1898). – On December 2, 1902, Secretary McLean informed Carruthers that the tenders for the Stony Plain land would be opened in the next day or so. "I hope, however, that the person you are interested in will be successful." (NA, RG 10, vol. 1125) Ellen Carruthers, his wife, acquired land by tender at that sale.

Witnessed Enoch 1902 surrender while Agency clerk ; did first negotiations with Fishing Lake for surrender while at Pelly Agency, 1905; took Cote 1904 and 1905 surrenders.

Carry the Kettle, Chief, Chief, signed the 1905 surrender.

Case, Eugene, from Minneapolis; Canadian-American Land Co.; acquired interest in Moose Mountain lands from Bedford-Jones, then assigned them to A.S. Porter and C.E. Diehl.

Cash, E.L. , physician; did medical work for Pelly Agency after 1897 reorganization, having been recommended to Sifton by James M. Douglas and other local Liberals (NA, Sifton Papers, MG 27, C456, 8643); Member of Parliament for Yorkton; inquired about Key/Keeseekoose surrenders 1908; on mailing list for information about land sales; acquired land at Little Bone; organized purchases at 1908 auction of Cote lands; co-investor in *Canadian Farmer* c. 1907 with Sifton and possibly Oliver; originally from Ontario, but had worked and farmed in Nebraska before coming to Canada in 1896.

Champagne, Albert, Battleford area MLA before 1908; Member of Parliament 1908-19; part of Champagne, Speers, and Simpson firm which participated in Moosomin/Thunderchild and Grizzly Bear's Head/Lean Man, and Swan Lake IR 7A sales; conferred with Pedley in 1907 in reference to need for surrender at Moosomin and Thunderchild.

Champion, Henry Thomson. See Alloway, William Francis

Chew, Manley, lumber merchant from Midland, Ont., and Liberal Member of Parliament; sought rights to cut timber off Beckwith Island as early as 1896 and may have gotten licence without surrender (NA, RG 10, vol. 1118). **Chew, George**, brother of Manley, had audience with Sifton November 1903 (NA, Sifton Papers, MG 27, letter book 6).

Chrysler, Francis Henry (born Ontario, address Ottawa), barrister and investor; business associate of Clifford Sifton; acted as legal agent for government of Canada 1896; co-investor with Masten in Canadian Northern Land Co., which Sifton used as land-buying agent; partner with Charles Bethune; did regulatory work on contract for several railway companies .

Clark, Orange (Clifford Sifton's cousin; sister married to Samuel Jackson), Liberal lawyer; appointed solicitor for Canadian Northern Railway 1906; appointed solicitor for St Peter's Band before Howell Commission 1906.

Clarke (or Clark), Samuel, bought land at Pasqua and Carry the Kettle; MPP and businessman from Cobourg, Ont.; according to Tyler and Wright, a confidant of Frank Pedley's father-in-law; bought land in west for a group of Ontario farmers 1899 (Tyler and Wright 1978, 109). He may have been the individual who had a lease at Munsey; the Indians wanted him removed from the reserve in 1897. The matter went to Member of Parliament McGuigan (NA, RG 10, vol. 1121).

Collier, A.P., Sifton's private secretary when he first became Minister of Interior; member of the Canadian Labour Bureau, with offices in England and Winnipeg (CNOR offices). His personal letterhead 1904 included reference to sales of Canadian farm lands, and in a letter of October 26, 1904, to Sifton, he made reference to selling real estate in Manitoba.

Joined with Sifton in Canadian Investment and Brokerage Co. 1902.

Collier, E.R. , employee of Saskatchewan Valley and Manitoba Land Co., possibly based out of Winnipeg.

Collier, W.H., acquired Crooked Lakes lands 1911, by assignment from Halsey and McNider, but lost option to purchase.

Collings, G.W. (from Togo, Sask.), auctioneer at Pelly sales 1910.

Cory, W.W., Minister of Interior after James A. Smart left in early 1905; previously secretary of Liberal Committee in Brandon (NA, Sifton Papers, MG 27, letter book Brandon and Winnipeg August-Nov. 1900).

Cote, Chief Joseph, Chief, Cote Band, for 1904 and 1905 surrenders.

Davidson, Alexander Rae, brother of A. D. Davidson; moved to Wisconsin from Glencoe, Ont., and engaged in banking; moved to Winnipeg 1906 and became manager for Davidson and McRae; director of many companies, including Carrot River Valley Land Company, Columbia River Lumber Company, Port Arthur Insurance and Vessel Co.

Davidson, Col. Andrew Duncan (from Glencoe, Ont., married to Ella McRae), moved to Wisconsin as a young man, where he was involved in real estate and railway development; director Saskatchewan Valley Land Co., and Saskatchewan Valley and Manitoba Land Co.; later went into lumber: Canada Western Lumber Co., Columbia River Lumber Co., affiliated with Sifton's British Empire Agency, Ltd.; with A.D. McRae, worked for Canadian Northern Railway in land sales, including town sites; requested Kylemore townsite (Fishing Lake) in 1904; director of Canadian Northern Prairie Lands Co., with D.B. Hanna and Hugh Sutherland (Sifton also an investor in this company).

Davin, Nicholas Flood, journalist; Conservative Member of Parliament from West Assiniboia 1887-1900.

Davis, T.O., Liberal Member of Parliament for Saskatchewan, 1896-1904; appointed to Senate 1904; primary contact for patronage appointments; involved in Chacastapaysin surrender; arranged for Hungarian settlers to buy the reserve in 1899; realtor and merchant, store at Duck Lake; key contact for Sifton for patronage; asked Sifton in 1909 to get Oliver to reduce ground rent for timber from $10 to $5 (NA, Sifton Papers, MG 27, vol. 297). In early 1898 there was a debate at headquarters about whether Davis's name should be on the patronage list while he was an MP (NA, RG 10, vol. 1121, McLean to Sifton January 14, 1898.

Day, Joseph Peter George, appointed Agent at Battleford Agency 1901; from Quebec, but living locally at time of appointment; had been livestock dealer in Battleford area; active Liberal; dismissed 1912 for involvement in 1911 election; took surrenders at Grizzly Bear's Head/Lean Man, Thunderchild, Moosomin, and took charge of these land auctions; negotiated Thunderchild surrender 1908; negotiated Moosomin surrender 1909; censured by Department for not getting Moosomin's agreement when the Thunderchild surrender was taken.

(May have been related to John Frederick Day, who also worked for Indian Affairs).

Day, Mary J. (married to Agent George Day), bought land at the 1906 auction of Grizzly Bear's Head/Lean Man lands.

de Balinhard, William Carnegie, former Army officer from England, Protestant; entered Indian service in 1885, age 48; Agent at Sarcee before transfer to Edmonton; took Passpasschase surrender.

de Cazes, Charles (born in France, died 1898 on the job), appointed Agent 1890; may have been related to Paul de Cazes, a pre-Confederation parliamentarian, born in France, and a wealthy land owner; disliked by Oliver, who tried twice to get him removed from office, and brought allegations of mismanagement; brought charged\s against two Indians for assault 1898 (NA, RG 10, vol. 1121); Conservative?; investor with A.A.C. LaRivière in Canadian Colonization Company Ltd., in 1882, while a resident of Winnipeg; according to Oliver, was a personal friend of A.E. Forget; took Sharphead surrender.

Diehl, C.E., physician, Valley Junction, Iowa; involved with A.S. Porter of Minneapolis in Moose Mountain deal to sell lands acquired from Bedford-Jones.

Delmas, Father, Oblate priest serving Indians in the Battleford area; pushed and assisted in Thunderchild surrender 1908; assisted in Moosomin surrender 1909: interpreting (with Ralph Pritchard).

Deville, Edouard G.D., Surveyor General of Canada 1885-1924.

Dewdney, Edgar (born in England 1835); Conservative; began career as surveyor, in British Columbia; elected to BC Legislature 1869; elected to House of Commons 1872; Indian Commissioner 1879; also Lieutenant Governor NWT 1881; Minister of Interior 1888; Lieutenant Governor of BC 1892-97.

Land owner in Saskatchewan; director Qu'Appelle, Long Lake and Saskatchewan Railway 1885; sold shares 1888; acquired land in Indian Head through Qu'Appelle Valley Farm Co.

Douglas, James McCrie, executive of Edmonton Liberal Association; Liberal Member of Parliament for Edmonton 1909-21; associate of Oliver; general merchandise business; member City Council for Strathcona.

Douglas, James Moffat, Member of Parliament for East Assiniboia, 1896-1904; associate of Sifton and Matthew Millar.

Douglas, Walter D., from Cedar Rapids, Iowa; president of Quaker Oats; director, Saskatchewan Valley Land Co.

Dowswell, James, Emerson, Manitoba; auctioneer Roseau River land 1903.

Dowswell, John, Lynedoch, Ont.; bought land at tender, Michel 1904.

Dwyer, Patrick Owen, bought land at Alexander sale 1906; listed as gentleman, address Alberta Hotel, Edmonton.

Edwards, Oliver C., physician, Regina; brother of W.C. Edwards, MP, of Russell, Manitoba; Liberal; appointed medical attendant, Muscowpetung and Assiniboine Agencies, 1897, as well as medical attendance to industrial school. Smart wrote to him by private letter August 21, 1897, regarding his "proposed appointment" as medical attendant, and asking him to contact Forget to make the recommendation. By August 26 Smart was already responding to Forget's recommendation of August 20 with notice that the matter had already gone to the Deputy Minister (NA, RG 10, vol. 1121). According to this correspondence, he also had a small contract with Department of Justice.

Appointment questioned in the House of Commons 1898 by N.F. Davin, Conservative; appointed medical attendant for Treaty 8 Commission 1900; recommended Mr Gooderham to

Smart to take Swinford's place at Touchwood 1897, suggestion not taken (NA, RG 10, vol.1121); appointed medical officer for Blood and Peigan Agencies 1901.

Farhni, Christopher, Gladstone, Manitoba; speculator in land; purchased lands in 1906 Michel auction, which were cancelled, reinstated, and then acquired by J.J. Anderson, Frank Oliver's son-in-law.

Ferguson, A.D., druggist, Wolseley; given Assiniboine Agency patronage 1899.

Finger, Herman, Port Arthur, Ont.; bought land at Kahkewistahaw, Cote, and The Pas; became mayor of The Pas; partner in purchase with William McBrady and Archibald McGillis; president Finger Lumber Company, The Pas. According to a letter from T.O. Davis on September 16, 1909, he was in correspondence with Douglas Cameron regarding timber limits; Cameron was partner of Sifton (NA, Sifton Papers, MG 27, vol. 297).

Fischer, Fred (born 1858, Toronto), Agent at The Pas Agency; witness to 1906 surrender; clerk at Pelly 1904; assisted Carruthers at Cote surrender.

Forget, Amadeus Emmanuel (born 1847 in Quebec), clerk of NWT Council 1876-88; assistant Indian Commissioner 1888-95; Indian Commissioner October 1895 to 1898; promoted Lieutenant Governor 1898; assisted in Sharphead surrender; hired Col. Allan McDonald as his special agent 1898; bought land at Pasqua land sales.

Frank, William, real estate agent, McArthur Building, Winnipeg; bought largest block at Key/Keeseekoose sales; also acquired land at St Peters; Liberal supporter; political associate of Sifton.

Fraser, A.C., Brandon businessman: A. C. Fraser and Co, dry goods; succeeded Sifton as member of provincial legislature for North Brandon; co-investor with Sifton, Smart, and White in Brandon Sun Printing and Publishing Co.; Liberal; urged Sifton on November 26, 1906, to re-enter Cabinet (NA, MG 27, II D 15, vol. 296).

Fraser, A.J., appointed Dominion Lands Agent for Lethbridge 1900.

Fraser, Angus W., member of Perkins, Fraser, and Burbidge; associate of Sifton; acquired land grant of Saskatchewan and Western Railway in Manitoba in 1904, via "Saskatchewan Valley and Manitoba Railway," and then sold it to Saskatchewan Valley and Manitoba Land Co. (see Land and Colonization companies); shareholder in Sask. Valley and Manitoba Land Co. 1907; received notice of Crooked Lakes land sale 1908.

Gallinger, Claude, Crafts and Lee Land and Business Exchange (also known as Alberta Land Company, with branch in Wahpeton, North Dakota); offered to buy unsold Michel 1904 lands in 1905; Oliver nearly sold them.

Gibbons, James (born Ireland), had lived in United States as mercenary Indian fighter, bootlegger, miner; became liquor merchant in Edmonton; president of Edmonton Liberal Association at time of appointment as Agent in Edmonton Agency 1898; appointed at Oliver's insistence; friend of merchant John A. McDougall; took Enoch 1902 surrender; took Michel 1903 surrender; involved in Alexander 1905 surrender; tried to take the 1906 surrender.

Ginn, John C., farming instructor at Roseau River 1898-c. 1910; assisted in collecting payments in arrears; employed there at the time of the surrender. He had been brought in by Inspector Marlatt to assist with clerical work, since farming instructor was illiterate; in Roseau River Agency, the Indians were expected to pay for the instructors out of produce sales, a practice Marlatt protested when he overcommitted salary funds to Ginn in 1899; he asked Sifton to pick up part of salary (NA, MR27, Sifton papers II D 15, C489, Marlatt correspondence).

Gooderham, John Hamilton (born 1857 in Ontario), first appointed farming instructor 1879; farming instructor Muscowpetung; clerk Touchwood Agencies 1900 (Walter Scott, Liberal MP, unsuccessfully intervened in 1900 to try to get his salary increased: NA, RG 10, vol. 3772, file 34984); Indian Agent, Peigan, late 1903; transferred to Blackfoot Agency 1907; assisted in taking 1910 Blackfoot surrender; briefly suspended 1914, suspected of partisan political activities.

Gooderham, George Hamilton (born 1889 on Poorman's reserve, Saskatchewan, son of John Hamilton), Indian Agent, Blackfoot, 1920, on death of his father.

Gordon, John, trader, The Pas Agency. When Pedley authorized surrender, 1906, he specified that Gordon's land should be exempted; in the terms of The Pas surrender, he is authorized to purchase surrendered land.

Gordon, Ironsides, and Fares, established by James T. Gordon, who moved from Ontario to Manitoba in 1879 and formed Lumber, Cattle and Wheat export business in 1893 (took on its present name in 1902); branches in most western centre; world's largest cattle exporters in 1906; involved as partners in McEwan/Ryan lease of Blood reserve.

Graham, William, merchant at Morley; Liberal; friend of the Rev. John McDougall; supplied beef to Department at turn of century.

Graham, William Morris (born 1867 in Ottawa, son of James Fleming Graham), his father was Superintendent for Manitoba; clerk at Birtle; in Office of the Indian Commissioner in 1885; warehouse clerk in Regina; promoted Agent for File Hills in reorganization of 1897; File Hills amalgamated with Muscowpetung Agency in 1901 and became Qu'Appelle Agency; Inspector for Southern Saskatchewan Agencies February 1904; Indian Commissioner based in Regina 1918; retired 1932 .

Grain, O.I., physician, Selkirk; coroner for Manitoba; Conservative; brought into St Peter's surrender discussion by Hector Howell.

Grant, Frederick W., Lawyer, Liberal, and businessman of Midland, Ont.; in partnership with brother, George D. Grant, MP 1903-08, who may have used influence with Sifton to assist F.W. in buying Indian lands in Georgian Bay in 1905 at a very low price; bought land at Alexander, Michel, Samson/Bobtail, and Moosomin/Thunderchild; occasional partner of William Preston, who had business with J. Playfair and also acquired land at Samson/Louis Bull/Bobtail sales; associate of Sir William Mulock, businessman, who shows up regularly in Sifton papers, and who acted as Minister of Interior for Sifton in 1903; close associate of Midland lumber merchant and Liberal MP Manley Chew, who was seeking rights to cut timber off Beckwith Island as early as 1896 and who may have gotten licence without surrender (NA, RG 10, vol. 1118) (George Chew, brother of Manley, had audience with Sifton November 1903); also seems to have had affiliation with J.R. Miller of Toronto: had information sent c/o Miller, according to Roland Wright, personal communication; received notice for most land sales; March 1906: McLean sent plan and descriptions of lands for Alexander, and promised Pasqua descriptions (NA, RG 10, vol. 1127).

Grant, William S. (born in Ireland 1845), appointed Indian Agent 1884, to Assiniboine Agency; replaced by Aspdin 1901; transferred to Hobbema; went back to Assiniboine Agency when Aspdin died, 1906.

Greenshields, J.N. (born 1853), barrister, Chief counsel for Louis Riel; investor; Liberal; associated with David Russell, Saskatoon and Western Land Co.

Griffin, Frederick T., Land Commissioner for CPR 1900, replacing L. A. Hamilton.

Halcrow, Gideon, manager of HBC store, The Pas; served as justice of peace at The Pas 1906 surrender affidavit; authorized to buy surrendered land by terms of the surrender.

Halpin, Herbert Ross (born in Ireland 1854); came to Fort Garry in 1872, employed by HBC; clerk in Calton and Pelly Agencies; clerk, Moose Mountain Agency 1895; farmer-in-charge, Moose Mountain, 1897; his brother Charles of the Liberal Printing Co. of Portage lobbied Sifton to keep him employed in the reorganization, with J.G. Rutherford; chastised for misconduct September 1900 (NA, RG 10, vol. 114; McLean to Laird); discharged 1901.

Halsey, Nicoll, from Chicago, Ill.; vice-president, Western Canada Colonization Co.; major speculator at Crooked Lakes auction 1908.

Hanna, David Blythe, came to Canada from Scotland 1882; employed by Manitoba and North Western Railway; first superintendent of Lake Manitoba Railway and Canal Co.; chief operational officer of the new Canadian Northern Railways; vice-president Canadian Northern Prairie Land Co., from 1904; investor in Qu'Appelle, Long Lake and Saskatchewan Railways and the Saskatchewan Valley and Manitoba Land Co. and affiliates; president CNOR 1918, on resignation of Mackenzie and Mann.

Haslam, J. Heber, land speculator based on Jackson Street, Minneapolis, who bought and sold CPR land after 1901, primarily in Assiniboia south of Weyburn.

Hastings, George, grain merchant, Winnipeg; acquired land from Carry the Kettle.

Hathaway, George, merchant from Chicago; bought land from D.H. Hudson in 1911, Fishing Lake surrenders (with M. McKinnon).

Heap, Frederick, lawyer, Selkirk, with his father, James; articled with Macdonald, Tupper, Phippen, and Tupper, the firm that apparently handled Sifton's land interests; some business partnerships with J.O. Lewis, publisher and Indian Agent at St Peters, including real estate; scrip dealer.

Herron, John (married Ida Lake), rancher, Pincher Creek, Alberta; elected to House of Commons 1904, 1908; Conservative.

Hewitt, John T., lawyer, from Brantford, Ont.; bought land at Key/Keeseekoose, and Cumberland IR 100A. (There was also a Reverend W.J. Hewitt, Methodist, who tried to get the position of Inspector, Calgary, 1886.)

Horne-Payne, R.M., major investor in British Empire Trust Co. (see Appendix D on Sifton investments); sold Canadian Northern Railway bonds in London, c. 1902.

Howard, John, from Winnipeg; offered to buy the Roseau River reserve and colonize it, in 1901.

Howe, George, father-in-law of A.D. McRae of Davidson and McRae, Minneapolis; investor in timber berths with D.C. Cameron 1907 (associated with Sifton), and also in Saskatchewan Valley and Manitoba Land Co. (NA, Sifton Papers, MG 27, II D 15, vol. 296).

Howell, Hector, Liberal, Winnipeg lawyer and organizer; once part of Howell, Hudson, Ormond, and Marlatt [Fishing Lake]; also Archibald, Howell and Cumberland; headed Commission appointed by Sifton November 1906 to look into St Peter's land claims; Chief Justice, Manitoba Court of Appeals, 1906.

Hudson, D.H., paper merchant, Winnipeg; bought most of Fishing Lake surrendered land, 1910; possibly related to the Hudsons in firm Hudson Ormond and Marlatt, who were involved in the transactions.

Hugonard, Father J., Oblate priest, Qu'Appelle; principal of Qu'Appelle Industrial School from 1884; Sifton investigated some charges against him 1900, issues unknown; witness to Muscowpetung and Pasqua surrenders.

Hunter, Thomas, auctioneer, from Regina, at the Muscowpetung sales.

Jackson, Samuel, Inspector for Lake Winnipeg, 1902-04; Liberal; wife was Sifton's first cousin; farmer; pushed Sifton for government appointment; elected Liberal Member of Parliament for Selkirk 1904; appointed to Lake Manitoba Inspectorate 1909.

Jackson, Thomas Wesley, Dominion lands agent/immigration agent for Qu'Appelle, c. 1882; Elected Member of Parliament for Qu'Appelle, 1896; president of Wood Mountain and Qu'Appelle Railway, 1886, with ex-HBC Factor Archibald McDonald; director Qu'Appelle and Long Lake Land Co.

Johnson, C.J., clerk, Battleford Agency, assisted in Moosomin surrender.

Jones, W.E., clerk in Regina departmental office; first Agent in Pelly 1888; transferred to Carlton 1900, on advice of Agent Markle at Birtle and Liberal merchant E.A.W.R. McKenzie. He may be the same W.E. Jones hired by Qu'Appelle and Long Lake Land Co. to report on the company's lands to prospective immigrants, Winnipeg, c. 1882.

Jowett, John William (born in England), appointed clerk in Regina Commissioner's Office 1886; contemporary there of A.E. Lake, Henry Carruthers, William Graham, James J. Campbell; clerk at the Blackfoot sale 1911, while acting as Agency clerk there; clerk at Crooked Lakes Agency 1897, at Blood Agency 1903.

Kane, M.J. , head Kane Land Co., Battleford; made repeated offers for land at Grizzly Bear's Head/Lean Man.

Kenaston, F.E., head of Minneapolis Threshing Machine Company; had been involved in a syndicate to sell Northern Pacific lands in the United States; director Saskatchewan Valley Land Company, and Saskatchewan Valley and Manitoba Land Co.

Kenning, W. A., realtor and financial broker, Winnipeg; bought land 1909 at Moosomin/Thunderchild sales, with George Stewart; bought land 1908 at Crooked Lakes, in association with Thomas D'Arcy McGee, W. J. Kenning of Guelph, George Henry Stewart of Winnipeg (Stobart Sons and Co.).

Key, Chief , Chief of Key Band at 1909 surrender.

Kirby, Augustus, bought land at Muscowpetung 1909; had addresses in Dallas (Texas Mouline Plow Co.) and Winnipeg/Regina (Canadian Mouline Plow Co.); lawyer. (Could he have been related to Lafayette O. Kirby, of Hibbing, Minnesota, a band manager who had stock in the Quill Plains Land Co. in 1909?)

Kitchemonia , signed affidavit for the Keeseekoose surrender 1909.

Lafferty, James Delamere, physician in Calgary; bought land at Peigan sale, some with George Ross, lawyer; Liberal, associate of Oliver; appointed by Oliver as medical attendant for the southern Alberta reserves while maintaining private practice; appointment attacked in House of Commons by Conservative W.J. Roche February 12, 1909, as based on Liberal favouritism.

Laird, David (born 1833 in PEI, son of Alexander Laird and Janet Orr, died January 1914), Liberal; Minister of Interior and Superintendent General of Indian Affairs 1873-76; negotiator Treaty 4; Lieutenant Governor NWT 1876-81; negotiated Treaty 7 1877; Indian Commissioner 1898-1909; special adviser to DSGIA in Ottawa 1909-14; took Ocean Man and Pheasant Rump surrenders 1901; tried to persuade Roseau River to surrender land 1902; advised caution in Michel surrender ; resisted Crooked Lakes surrender on economic grounds; resisted asking for Swan Lake surrender 1902, on the basis that land prices would be higher later; advised caution on Alexander surrender; by-passed by McKenna on The Pas right of way/station grounds issue, but assisted Marlatt in setting terms for surrender of town site; pushed Muscowpetung and Pasqua surrenders; took Cote 1905 surrender; left out of discussions about St Peter's surrender 1907; advocated against a surrender of Bobtail reserve in 1901; advised against pushing Moosomin/Thunderchild bands for total surrender of reserves 1906; took 1908 Thunderchild surrender.

Laird, D.H., lawyer, Winnipeg; with Munson and Allan, solicitors for Canadian Northern Railway, c. 1905; relation of David Laird, possibly son.

Laird, F. H., resident Dresden, Ont.; bought land by tender at Michel 1904, with brother T.E. Laird; a relative, C.T. Laird, lived at Spruce Grove, near surrendered land.

Laird, Harold (son of David Laird), clerk at Lesser Slave Lake 1910.

Lake, Arthur Edward (born Manchester, England, 1861), clerk in Regina 1886; transferred to Edmonton 1891; clerk at Edmonton Agency until 1900; acting Agent after death of de Cazes; applied for job, but lost it to political patronage appointment; probably brother of Richard S. Lake.

Lake, Richard S. (born Preston, England, 1860), farmer, Grenfell; Conservative Member of Parliament from Qu'Appelle elected 1904, 1908; member of Territorial Legislature 1898-1904; attacked Oliver's policies in the House of Commons; part of Territorial Grain Growers' Association: pushed for surrender at Pasqua and other nearby reserves.

Lamont, John Henderson, barrister Regina; judge Supreme Court of Saskatchewan; once practised in Prince Albert, crown prosecutor c. 1907; Liberal member of NWT Legislature at one time; elected Member of Parliament 1904; resigned 1905 to serve in provincial government as Attorney General for Saskatchewan 1905-07; bought land at Moosomin/Thunderchild sales; acquired land from Chacastapaysin sales; solicitor 1905 for Canadian Prairie Lands Co., in which Sifton was an investor; apparently known to T.O. Davis and Sifton.

Lamont, Joseph L., living in Whitewood 1902, signed petition urging Crooked Lakes surrender; auctioneer at 1908 Crooked Lakes auction.

LaRivière, A.A.C., Conservative Member of Parliament for Provencher; lobbied for surrender of Roseau River reserve; had worked in a Dominion Lands Office before holding office; investor in Canadian Colonization Co. Ltd. 1882, with Charles de Cazes, who was later Indian Agent at Edmonton; Immigration Commissioner for Manitoba 1905.

Lash, John Bean (born Newfoundland 1847, died 1906), appointed clerk at McLeod 1883; Agent at Duck Lake 1885; subsequently Agent at Muscowpetung; subject of complaints by Indians; ex-police constable; cousin of lawyer and financier Zebulon A. Lash, who provided sureties; became secretary to Laird, new Commissioner, in Winnipeg September 1898 at Forget's suggestion; assessed value of Moose Mountain reserves 1901; discussed the Crooked Lakes surrenders with bands 1904; spent several weeks in summer 1905 with Z.A. Lash (NA, RG 10, vol. 3726, file 24888); met with Nut Lake and Fishing Lake 1905, along with McDougall, to discuss a surrender; helped negotiate Fishing Lake surrender.

Lash, Miller (son of Z.A. Lash), barrister; vice-president of CBIC; director National Trust Co., British American Land Co., York Land Co.; practised with Blake, Lash, Anglin, and Cassels.

Lash, Zebulon A. (born Newfoundland 1846), lawyer ; Deputy Minister of Justice 1872-76; partner in Blake, Anglin, Lash, and Cassels (Edward Blake was a Liberal and a former Minister of Justice); director of many companies; chief solicitor Canadian Northern Railway from 1902; extensive investments, including the Mackenzie/Mann empire; acquired control (with Osler, Hammond and Nanton, and D. McInnes) of Qu'Appelle, Long Lake and Saskatchewan Railroad 1906.

Leckey, Thomas, employee of Champagne, Speers, and Simpson in Battleford; auctioneer at 1908 Grizzly Bear's Head/Lean Man sale; auctioneer at 1909 Moosomin/Thunderchild sale; auctioneer at 1910 Swan Lake/Tramping Lake sale.

Lewis, James O., Agent at Clandeboye, assisted in taking St Peter's surrender; former editor of *Selkirk Journal*; owner and editor of *Selkirk Expositor*, realtor; principal Liberal organizer, Selkirk, 1896, 1900, 1904.

Logan, Robert (born Paris, Ont., 1853), replaced S. Swinford as Agent Portage la Prairie Agency 1905; Agent for Roseau River 1909, began to collect payments in arrears; Agent at Swan Lake and witnessed 1908 surrender; collected payments at Swan Lake; issue raised in House of Commons early 1909 that Logan sold livestock to the Department in 1908, making a personal profit; discharged 1915.

Magrath, Charles Alexander, topographical surveyor; from Ontario, came to North-West 1880; Conservative member of Legislative Assembly for NWT; elected Member of Parliament for

Medicine Hat 1908; land agent Alberta Railway and Coal Co.; manager Canada North West Irrigation Co.

Mann, George Gwynne (born 1843 at Bowmanville, Ont.), Agent at Onion Lake 1886, replacing Quinn; then to Saddle Lake, then Hobbema Agency 1906; took the Samson's and Bobtail's surrenders, with the Reverend John McDougall.

Markle, John A. (born 1851), from Waterloo, Ont.; acting Agent at Birtle 1883; appointed Agent 1886; applied for office of Superintendent of Indian Agencies for Manitoba 1895.

John Thunder of Pipestone Sioux wrote in March 1900 asking if Markle was to be transferred away; gave glowing recommendation about Markle as Agent and individual; was told there were no plans to move him. Markle was transferred out in July 1900 (NA, RG 10, vol. 3746, file 29628-1).

Agent at Blackfoot 1900; promoted Inspector of Indian Agencies for Calgary 1904; Alexander 1905 surrender; Michel 1906 surrender; Peigan 1909 surrender; Blackfoot/Siksika 1910 surrender.

Sifton was in contact with an M.C. Markle in Shoal Lake, Manitoba, in 1903 on Liberal party matters; was M.C. Markle a relative?

Marlatt, E.W., solicitor with Hudson, Ormond, and Marlatt, Winnipeg; handled purchases of D.H. Hudson at Fishing Lake.

Marlatt, Samuel Reid (born c. 1853 near Oakville, Ont.), Liberal businessman, from Portage la Prairie where he was active in civic politics; appointed to civil service 1897; sureties by Robert Watson, MP for Yorkton, and John Gunion Rutherford, MP (See Rutherford); Inspector of Lake Manitoba Inspectorate 1897; inspectorate enlarged to include Birtle Agency 1902; took Roseau River 1903 surrender; took The Pas townsite surrender 1906, after recommending against it; received mail c/o North West Fish Company, which was named in The Pas surrender as authorized purchaser; had preliminary meetings with the Indians at Swan Lake on the taking of a surrender; resigned April 1907.

Marsh, George Terry, first employed as Winnipeg real estate agent; agent for Qu'Appelle and Long Lake Land Co., Winnipeg 1882, Regina 1886, with Gilbert Pugsley; agent and attorney for Land Corporation of Canada after 1900.

Marsh, George W., lawyer with Marsh and Marsh, Toronto; one of the three lawyers who submitted tenders from Toronto for Moose Mountain lands 1901.

Martineau, H., Agent at Portage la Prairie 1898; Liberal; French Canadian; Forget's choice of agent at Edmonton 1898; was not appointed.

Masten, C.A., lawyer with Masten, Warren, Starr and Spence, Toronto; Clifford Sifton's lawyer, turn of the century; co-investor in business (e.g. Canadian Investment and Brokerage Co.); director of *Manitoba Free Press* c. 1898.

Matheson, J.R., applied for work at an industrial school? (NA, RG 0, vol. 1118); appears to have worked subsequently (1896) at the Battleford school.

Matheson, Dr John Sutherland (brother of R.M. Matheson), Brandon merchant; bought land at Carry the Kettle.

Matheson, R.M., Brandon solicitor; arranged 1897 to display Indians at Exhibition, but turned down by J.A. Markle, Agent at Birtle (NA, RG 10, vol. 1120, letter from Smart to Matheson, July 14, 1897); shareholder in Brandon Fire Insurance Co.; shareholder with Sifton in Canadian Guaranty Trust Co.; investor in bookstore Warner's, Ltd; frequent correspondent of Sifton.

Matheson, W., from Brandon; Brandon Machine Works; recommended by Sifton to Public Works for patronage business December 4, 1897 (NA, Sifton Papers, MG 27, letter book July 14, 1897-Dec. 1, 1898).

Matheson, William A., grain dealer from Winnipeg; bought land at Carry the Kettle .

Maxwell, Joseph, farmer, from New Rockford, North Dakota; extensive purchases at Peigan land sale 1909.

McArthur, James, from Prince Albert; on Liberal patronage list for Department 1898 (NA, RG 10, vol. 1122); became Agent at Carlton, based in Prince Albert, before 1903, when he was transferred to Duck Lake.

McArthur, Xavier James, interpreter for the Pheasant's Rump/Ocean Man surrender meetings 1901; his version of the meetings differed substantially from Commissioner Laird's.

McBrady, William, barrister from Port Arthur, Ont.; partner in land purchase Cote and Kahkewistahaw with Herman Finger.

McColl, Ebeneezer, Inspector of Indian Agencies, Manitoba, until his death 1902 (?)

McCraney, George E., barrister, Prince Albert and Rosthern; Liberal Member of Parliament for Saskatoon 1906, 1908, 1911; lawyer for A.J. Adamson; pushed for Moosomin/Thunderchild surrenders; received notice of sale for Grizzly Bear's Head/Lean Man reserves ; director Western Trust Company, with Adamson, D.H. McDonald, Turiff, and Ross.

McDonald, Colonel Allan, former colonel in the militia and HBC employee; Agent for Treaty 4 (1877) and then Crooked Lakes; advocated against Crooked Lakes surrenders 1885-86, 1891 on economic grounds; retired 1897; kept in Forget's office as special agent; investigated personnel matters, such as that of Charles de Cazes in Edmonton Agency; had Hayter Reed help get his son a job with CPR 1896 (NA, RG 10, vol. 1118).

McDonald, Allen H., bought land at tender Michel 1904 with Andrew McDonald and the Laird brothers of Dresden, Ont.

McDonald, D.D., Anglican clergyman, Battleford; involved in Thunderchild and Moosomin surrenders.

McDonald, Donald Hogarth (brother of John Archibald McDonald), merchant and realtor Fort Qu'Appelle; sold land to W.M. Graham; director, Western Trust Co.; member NWT legislature 1896-1902; also had Winnipeg address; Liberal; expressed interest in land at Pasqua; director of Saskatchewan Valley Land Co., Saskatchewan Valley and Manitoba Land Co. ; close personal and business associate of James A. Smart, involved in plan to place Jewish Romanian colonists near Balcarres, 1901, in which McDonald benefited from contract to supply the colonists.

McDonald, John Archibald (brother of D.H. McDonald), banker, Fort Qu'Appelle; bought land at Muscowpetung 1909, and then sold it; elected to Saskatchewan legislature for North Qu'Appelle.

McDougall, John, Methodist missionary at Morley, Alberta; son of missionary George McDougall who (established mission at Morley 1873); did advance work to inform Indians of pending Treaty 7 negotiations; as early as 1896 was informing Hayter Reed about employee issues in Alberta (NA, RG 10, vol. 1118, Reed to Forget, April 9, 1896); used by Reed as Agent; also connected to Blake, Anglin, Lash and Cassels firm (see NA, RG 10, vol. 1120, Scott to Harvey, February 6, 1897); according to question raised in House in 1906, he acted as special delegate to Great Britain for three months in relation to immigration; also investigated Doukhobor land claims; took the Bobtail and Samson surrenders 1909; hired by the Department to investigate personnel issues in Alberta; hired by Oliver in 1905 to negotiate surrenders on Prairies: Blood, Stonies, and Sarcee in Alberta; Cote, Fishing Lake, Montreal Lake in Saskatchewan, and Swan Lake in Manitoba; negotiated at Fishing Lake, Cote 1905, Swan Lake; on behalf of Oliver investigated complaints at St Peter's 1910; found no dissatisfaction, according to his report.

McDougall, John A., merchant in Edmonton; friend of Frank Oliver, Liberal; purchased land by tender Stony Plain; dealt in Métis scrip; with partner Secord secured contract for Treaty 8 party supplies; investor in *Edmonton Bulletin.*

McDougall, S., and McDougall, A.L., contractors from Fort William, Ont., O'Brien, Fowler, and McDougall Brothers; purchasers at Muscowpetung 1909 sale.

A.L. McDougall was a civil engineer at Ottawa, and acquired land at Crooked Lakes. There is also an A. McDougall of Percy, Assiniboia, who bid unsuccessfully on land at Ocean Man/Pheasant's Rump.

McGee, Thomas D'Arcy, may have been miller employed by Indian Affairs in Onion Lake and Saddle Lake Agencies; transferred to Edmonton Agency 1900; Frank Oliver wrote in 1899 to get an increase of salary for him, which was approved (NA, RG 10, vol. 1122); in 1900 was recommended by Lord Bishop Legal at St. Albert for Agent position at Onion Lake (NA, Sifton Papers, MG 27, January 4, 1901; letter book April 3, 1900- May 6, 1901); Clerk Carruthers accused him 1900 of trying to get him fired; bought land at Moosomin/Thunderchild sales 1909; bought land on behalf of Thomas Ryan Brothers, Winnipeg (boots and shoes); at Crooked Lakes sales 1908; associated with W.A. Kenning.

McGibbon, Alexander, merchant from Montreal; Conservative; given the Qu'Appelle Inspectorate 1897, but was inspector for Saskatchewan before that; given the Calgary Inspectorate when Wadsworth left in 1902; died 1904.

McGirr, William, hired as clerk at Headquarters 1883; became a private secretary 1891; became part of Inside Service1893; sent to investigate land dispute at St Peter's 1896.

McIver, John, wrote from Indian Agent's office at "McIver, P.O." in April 1909 inquiring about a number of land sales, requested prices from Secretary McLean, and a package of information was sent to him; bought land at Cape Crocker in Ontario; may have been the Agent listed for the Cape Crocker Indians 1900.

McKenna, J.A. J., journalism background; appointed to Indian Affairs 1887, clerk to J.A. Macdonald when latter was Superintendent General; became private secretary to Minister Clifford Sifton 1897; Commissioner for Treaty 8 in 1899; appointed to HalfBreed Commission March 1901, criticized for taking incomplete evidence, for hurrying claims, and for encouraging scrip speculators like Alloway by giving them information; became Assistant Indian Commissioner 1901; active in taking surrenders while Assistant (particularly supportive of railway development); supported and recommended Enoch surrender; supported and recommended Ocean Man and Pheasant Rump surrenders; supported and recommended the Alexander surrender 1905; Supported and recommended Grizzly Bear's Head/Lean Man surrender 1905; involved in Fishing Lake surrender 1907; involved in discussing Crooked Lakes surrenders 1902-04 and advised caution; negotiated primary terms for Cote townsite surrender 1904; present at Cote surrender 1904; was liaison between CNOR and The Pas over right of way and townsite surrender 1905-06; while acting as Sifton's secretary, April 1900, wrote to William Graham at Qu'Appelle Agency re his upcoming visit to the Agency, following the winding up of "my business" in Qu'Appelle. McKenna took his son on the trip. (NA, Sifton Papers, MG 27, April 24, 1900, letter book of April 3, 1900 to May 6, 1901).

McKenzie, Ernest C., barrister, Toronto; one of the three Toronto lawyers who bid on Moose Mountain lands.

McKenzie, E.A.W.R. (Born in Pelly area), merchant, Yorkton; Liberal patron; complained about Agent Jones at Pelly, wrote to Sifton in 1899 (NA, RG 10, vol. 1123); complained about land sales at Cote 1908 under Graham; appointed Indian Agent at Pelly 1925.

McKenzie, R.S., Agent at Duck Lake, removed in 1900 for unpopularity; moved to Pelly Agency.

McKinnon, John, lumber contractor operating out of Winnipeg.

McKinnon, Myron R., merchant from Chicago; with W.J. McKinnon bought the Fishing Lake lands from D.H. Hudson 1911.

McKinnon, W.J. , bought the Fishing Lake lands from D.H. Hudson in 1911; lived in Quill Lake and acted as general manager of Fishing Lake Farm and Land Co.

McLean, J.D. (born 1855 in New Brunswick), appointed to Interior Department in 1876 and placed in charge of land sales; worked with Samuel Bray in surveys prior to that; became clerk in charge of Lands and Timber 1887; Secretary, Department of Indian Affairs, appointed Chief Clerk January 1897. He was responsible for fielding correspondence between the field and Headquarters during this period, and he acted as Deputy when the DSGIA was away (empowered to do so in early 1898).

McLean, James Keachie (born 1851 Galt, Ont., died 1913), entered Indian Department 1904 as second- class clerk; transferred to the outside service 1905, worked under Samuel Bray (see NA, RG 10, vol. 3084, file 276,020); inside service 1908; subdivided Alexander after 1905 surrender, placed upset prices; subdivided Grizzly Bear's Head/Lean Man 1905, placed upset prices; subdivided Carry the Kettle 1905, placed upset prices; subdivided Michel 1906, Samson and Bobtail, Muscowpetung, Peigan. In the last three cases he also submitted lists of people to whom notices of sale should be sent .

McLean, Simon J., political economist, University of Toronto; on recommendation of his 1902 report an independent regulatory body for railways created; as a result, became member of the Board of Railway Commissioners 1908; bought land at Muscowpetung 1909, while on the Board.

McNider, C.H., from Chicago and Mason City, Iowa; major purchaser of Crooked Lakes lands 1908; associated with Nicoll Halsey and Western Canada Colonization Co. and North West Land and Trust Co.

McCreary, William, Liberal; Mayor of Winnipeg; became Commissioner of Immigration under Sifton; associate of Sifton. See St Peter's: he won election for Selkirk 1900 and sought surrender of that reserve.

McRae, Alexander D. (married to daughter of George Howe; sister married to A.D. Davidson), originally from Glencoe, Ont., went into banking in United States; director of Canadian and Western Lumber Company, Columbia River Lumber Co.; partner with A.D. Davidson in series of companies: Saskatchewan Valley Land Co., Saskatchewan Valley and Manitoba Land Co., etc.; also partners to sell Canadian Northern Railway lands; moved from Duluth to Winnipeg, and then to Vancouver 1907.

Mickle, C.J., lawyer, Birtle, Man., appears to have become judge later; received notice of Blackfoot sale; associate of M.J. Markle of Shoal Lake; friend of Sifton, Liberal (NA, Sifton Papers, MG 27, II D 15, vol. 296, letter November 28, 1906).

Millar, Matthew, merchant Moosomin area, Millar and Company, Hardware; Liberal; in contact with Sifton 1903 regarding Liberal party matters; was contact person for East Assiniboia; tried to get rights to purchase Moose Mountain reserves May 1901 (Tyler and Wright 1978b, 186-87; NA, Sifton Papers, MG 27, letter books 5 and 6).

Appointed Agent at Crooked Lakes March 1, 1905, to replace Magnus Begg; bought land at Crooked Lakes sale, which he later tried to exchange for better land; released 1914 when he failed to move onto reserve and take charge, did not make regular visits, and failed to help the Indians advance. At this time the livestock industry at Crooked Lakes was deteriorating, and Millar was not paying attention to matters (NA, RG 10, vol. 1129, memo from Scott, January 9, 1914).

Associated with F. Pinkess, chief organizer based in Moosomin, and with J.M. Douglas, who was elected Member of Parliament 1900.

Miller, Joseph Robert (married to sister of Horatio Nichol), commercial traveller, businessman; appears to have been investor with links to overseas trade; shared sales information with F.W. Grant; used multiple addresses, at least five in Toronto; major purchaser at Alexander and Pasqua sales.

Mista Jim, signed 1902 Enoch affidavit as Chief .

Mitchell, J.A. (born 1859, Montreal), entered service 1886; Agent at Muscowpetung when surrenders discussed; previously secretary to Commissioner in Winnipeg, transferred to Regina/Muscowpetung because of ill health 1899; got into difficulty for not using patronage list; removed for political reasons 1901, then Agency amalgamated with File Hills under Graham.

Mitchell, Peter, hardware dealer from Brandon; worked for James Smart in his hardware company in 1880s; bought land at Carry the Kettle sale; shareholder in Brandon Fire Insurance Co. with R.M. Matheson.

Mitchell, Sam, farmer, Sintaluta; bought land at Carry the Kettle sale.

Mitchell, William, hardware merchant, Souris, Manitoba, Curry and Mitchell; one of the men who got involved in the protest against the sale of the Moose Mountain reserves to West and Armstrong.

Mitchell, W.J., from Winnipeg(?); on patronage list, c. 1896, to supply medicines for reserves and industrial schools near Winnipeg.

Moosomin, Josie, became Chief at Moosomin subsequent to the 1909 surrender.

Mulock, Sir William, friend of Sifton and of F.W. Grant; Member of Parliament for North York 1882-1905; investor in Ontario and Qu'Appelle Land Co., 1882, one of 26 colonization companies; Postmaster General 1905; first Minister of new Department of Labour; Liberal; Chief Justice of Ontario 1923.

Murison, William (born 1879 Fergus, Ont.); living in Saskatchewan at time of appointment as Interpreter, Moose Mountain 1893-97; farmer 1897; farmer-in-charge Moose Mountain 1902; Liberal, a letter from a Mr Maguire of Arcola to Sifton July 2, 1901, recommended his appointment as Agent because of his party activities (NA, Sifton Papers, MG 27, vol. 104); promoted Agent at Moose Mountain 1903; transferred to Touchwood Hills March 1905 when H. Martineau was suspended or resigned because of mismanagement of funds; Agent at Touchwood when Fishing Lake surrender taken August 1907; Inspector of Indian Agencies in 1920.

Muscowpetung, Chief of Band at 1909 surrender.

Myers, Robert Hill, judge, Winnipeg; Liberal member of Manitoba Legislature 1892-1903; appointed to bench 1903; wrote dissenting opinion on St Peter's, upheld validity of surrender.

Nanton, Augustus Meredith, financier with brokers Osler, Hammond and Nanton from 1884; scrip dealer; Conservative; director of a number of companies, including Northern Trust Co.; one-time president of Winnipeg Board of Trade; primary shareholder of Qu'Appelle, Long Lake and Saskatchewan RR; 1906, along with Hammond and Osler; sold Qu'Appelle, Long Lake and Saskatchewan company lands after 1908 for Canada Saskatchewan Land Company.

Napasis, Headman, Passpasschase; signed affidavit.

Nelson, John C., surveyor working for Department of Indian Affairs; subdivided Passpasschase Reserve.

Newcombe, E.L., Deputy Minister of Justice.

Nichol, Horatio (born 1879, Montreal, married to sister of J.R. Miller's wife), clerk at Morley before 1905; transferred to Crooked Lakes June 1905; clerk at Crooked Lakes who witnessed the surrenders of early 1907; bought land at Pasqua 1906; became Agent at Muscowpetung 1909, just after the surrender; resided in Balcarres, site of Inspector's office; resigned 1917.

O'Connor, P.J. , clerk at Headquarters; seems to have handled correspondence for both McLean and Orr during this period and later; letter from Orr to Deputy Minister May 22, 1911, said that O'Connor was in charge of western sales (NA, RG 10, vol. 3702, file 17537-3); handwriting matched with upset prices on land descriptions in possession of F.W. Grant, according to research done by R. Huber for Tyler and Wright.

Ogletree, Frances (born 1826), appointed to service 1877; Agent at Roseau River when demand for surrender arose.

Oliver, Frank (born Frank Oliver Bowsfield [Oliver his middle name] 1853 in Ontario), moved to Edmonton and began work as HBC trader in 1876, after having worked as printer in Toronto and Winnipeg (*Manitoba Free Press*); started the *Edmonton Bulletin* and was its publisher until 1923; became leader of community of Edmonton, pushing for railway development, building development, and squatters' rights; was first Member elected to NWT Council 1883 and served until 1885; in NWT Legislative Assembly 1888-96; elected to House of Commons 1896 as Liberal, exponent of western interests; became Minister of the Interior and Superintendent General of Indian Affairs April 1905; alleged to have received payment from Canadian Northern Railway in 1907 for allowing a land grant of 680,000 acres in Saskatchewan rather than in Manitoba within the territory of the Manitoba and South Eastern Railway; allegation investigated; member of Board of Railway Commissioners 1923-28; subsequently special adviser to the Board of Railway Commissioners.

Oliver was known to be proponent of railway development, of settlers' and squatters' rights; despised speculators; was also advocate of halfbreed scrip and assisted scrip speculators; did not want immigrants from eastern Europe; did not was separate schools; attacked in the Ferguson report for having taken Grand Trunk Pacific money for the *Edmonton Bulletin*; and for acquiring Indian lands (Michel and Alexander) through his son-in-law. .

(See obituaries in Toronto *Mail*, April 1, 1933; Waddell 1950.)

Orr, William A. (born 1855 in Ontario, died 1921), joined Indian service 1883; had access to most information about lands; head of Lands and Timber Branch.

Osler, Edmund Boyd (brother of Sir William and Hon. Featherstone Osler), financier; joined Hammond and Nanton to form a law and stock broker firm based in Winnipeg, handled land sales for CPR, and Qu'Appelle, Long Lake and Saskatchewan Railway, Calgary and Edmonton firm; extensive investments, including the Canada Northwest Land Co., Manitoba and Northwest Railway Co, Calgary and Edmonton Land Co., Qu'Appelle Long Lake, and Saskatchewan Railway, Ontario and Qu'Appelle Land Co.; was a director of Calgary and Edmonton Railway, and his firm handled sales for the land company; Conservative Member of Parliament for West Toronto 1896-1916.

Paget, Frederick Henry, clerk, Regina Office, 1885; assigned to Commissioner's Office, Winnipeg, 1897; transferred 1897 to Ottawa, where he inspected accounts when they came in; appointed chief clerk 1904; remained attached to Commissioner's Office until 1909

(Could he be related to E.A. Paget, farmer at Indian Head, who bought land at the Crooked Lakes sales in 1908?)

Pedley, Frank (born 1858, Newfoundland, son of Congregationalist minister), spent part of childhood in Cobourg, Ont., lawyer in Toronto, with A.C. Bedford-Jones 1894-97; president of Toronto Young Men's Liberal Association, associate of Peter Ryan; appointed Superintendent of Immigration 1897; Deputy Superintendent General of Indian Affairs November 21, 1902 to October 24, 1913; resigned when report of Ferguson Commission came out (see *World*, October 13, 1913); took St Peter's surrender 1907; involved in Blood leasing scandal and in the purchase of Moose Mountain and Chacastapaysin lands.

Philp, Albert E., business associate of Clifford Sifton and was his law partner in Brandon; after Sifton left Brandon, was law partner of A.D. Cameron, then Kilgour; invested with Sifton and Smart in Port Arthur real estate 1904; used Turiff to get information on timber licences on reserves up for tender 1898 (NA, RG 10, vol. 1122, A.P. Collier to Philp, September 20, 1898); co-investor with Sifton in Milk River Cattle Co. c. 1911, operating a ranch at Coutts, Alberta, near the Montana border, just south of Blood reserve.

Phippen, F.H., lawyer with Macdonald (Hugh John), Tupper (Charles), Phippen and Tupper in Winnipeg; may have represented some of Sifton's legal interests, according to a later partner, Alexander Adams, himself a land speculator; worked for CNOR as solicitor; had other business/law connections to Sifton over the years.

Piper, C.B., associated with Atlas Elevator Co. located in Winnipeg, Grain Exchange Building; co-investor with John Bain and Sifton in Chehalis Lumber Co.

Piper, George F., from Minneapolis; director, Saskatchewan Valley Land Co. and Saskatchewan Valley and Manitoba Land Co.

Pitcairn, W.D.. Realtor, insurance agent, auctioneer, Ponoka, Alberta; acted as sub-agent in sales and collections, Sharphead sales.

Playfair, James, business associate and co-investor with F.W. Grant, at least in Alexander and Michel purchases, may also have been in lumber business; received notice of Crooked Lakes auction and many others; on regular mailing list maintained by McLean.

Ponton, A.W., began to work for Department of the Interior as surveyor in 1883, on appeal to Minister Macpherson (NA, RG 15, vol. 289, file 5568); appointed 1896; objections made because he was related to Hayter Reed by marriage (NA, RG 10, vol. 1119, September 1896); tended to be very pro-surrender; argued that excess of land for current population was good reason for surrenders; moved to Ottawa 1898, after reorganization; resigned July 1903.

Porter, A.S., from Minneapolis, Porter Advertising Co.; acquired majority of Moose Mountain lands from A.C. Bedford-Jones; worked with Eugene Case and C.E. Diehl; Assiniboine Land and Investment Co. 1904-05; at Warmley, Sask., by 1906 working as farmer and realtor.

Porter, A.E. , from Nova Scotia; physician who worked for Department of Agriculture; applied personally to Sifton for copper claim in Yukon 1899 (NA, Sifton Papers, MG 27, April 2, 1899, C493, 50956).

Preston, William Edward, bought land with F.W. Grant; partners with James Playfair in lumber business, Midland, according to land sales records .

There is a William Preston who is General Manager of Stratford Mill Building Co. who wrote to Sifton in 1897 about Liberal and patronage issues. On March 18, 1897, he wrote to congratulate Sifton on the election and on getting rid of H. Reed and A.M. Burgess in the election (NA, Sifton Papers, MG 27, C465, 19512). Could this be the same person?

Pugsley, Gilbert (son of William), part of Qu'Appelle, Long Lake and Saskatchewan Land Co. and Railway and agent for the land company, in Winnipeg and Regina, with G.T. Marsh

Pugsley, Hon. William, lawyer from New Brunswick, practised with Leigh Richmond Harrison; Liberal Member of Parliament elected 1907 after successful career in New Brunswick politics; Minister of Public Works 1907-11; remained in the House as Opposition; extensive investments, including Saskatoon and Western Land Co.; major interest in the Qu'Appelle, Long Lake, and Saskatchewan Land Co. and Railway, Saskatoon and Western Land Co.

Rayner, Ernest, manager of mercantile firm in Selkirk owned by William Robinson, friend of Sifton family; Liberal; recruited into the St Peter's 1907 surrender "team."

Reed, Hayter, began his career as Agent; Indian Commissioner 1888-93; Deputy Superintendent General of Indian Affairs 1893-96.

Reid, John Lestock, Dominion Land Surveyor; Member of Parliament T.O. Davis took credit for helping Reid get employment; lived in Prince Albert area, and travelled on occasion with Davis (Tyler and Wright 1978??, 177, 215); worked on contract to Interior 1872-1900; then worked for Indian Department; surveyed town of Lestock, Sask., which is named for him; subdivided Ocean Man/Pheasant's Rump 1901; then subdivided Chacastapyasin, Roseau River, Cowessess, Kahkewistahaw, Fishing Lake, Swan Lake, Key, and Keeseekoose.

Riley, Robert Thomas, manager, Northern Trusts Co.; director Union Bank, Great West Life Assurance; president at one time of Winnipeg Board of Trade, and ex-Alderman.

Rimmer, Judge Reginald, from England, moved to Regina; had been partners with Conservative N.F. Davin; secretary of the Reform Association during the 1896 election; legal adviser to Lt. Governor 1897; worked as law clerk 1898-1903; got into trouble at Headquarters 1898-99 for circumventing procedures, including a tendency to go straight to DSGIA or Minister instead of through regular channels; McLean complained (NA, RG 10, vol. 1122); wrote proposed revision of *Indian Act* 1900-01; partner with William Trant 1904; appointed Judge 1907; member of Assiniboia club with Graham, Walter Scott; bought land at Muscowpetung sale 1909.

Robertson, Thomas H., acquired some of Moose Mountain land, second transfer of title, 1906.

Robson, Michael, grain and lumber merchant in Regina; bought land at Muscowpetung 1909; assignee for Cowessess and Kahkewistahaw lands, S.A. Hole, contractor, Regina.

Was he related to E. Robson who worked in Commissioner's Office in Regina/Winnipeg until 1909?

Ross, James Hamilton, rancher from Moose Jaw; elected to NWT legislature 1883; Liberal Minister of Public Works 1896; appointed Indian Treaty Commissioner, Treaty 8, 1899; elected to House of Commons for Yukon Territory 1902; appointed to Senate 1904; friend of both Sifton and Oliver; in October 1900 Sifton asked him to make a list of Dewdney's "sins" as the latter was running in the election as a Conservative (NA, Sifton Papers, MG 27, letter book X 1900); was staying with H. Sherwood, William Graham's brother-in-law, in Vancouver August 24, 1901 when Sifton contacted him there (NA, Sifton Papers, MG 27, June 1901 - April 25, 1903).

Russell, David, Montreal businessman; bought *La Presse* 1904; formed Saskatoon and Western Land Company with William Pugsley 1902, and got involved 1906 in a land deal with the Qu'Appelle, Long Lake and Saskatchewan Railway Company to buy and sell land; the deal fell through, and Russell later filed suit against Pugsley and others.

Rutherford, John Gunion (married a Boultbee), veterinarian; settled in Portage la Prairie 1884; Member of Parliament for Macdonald, Manitoba, 1897-1900, after having served four years in Manitoba Legislature; on Board of Railway Commissioners 1918; investor with Charles Halpin (brother of Herbert Halpin, clerk in Department) in Liberal Printing Company of Portage la Prairie; provided sureties for Samuel Reid Marlatt 1897; advocated for his business partner's brother, Herbert Halpin, to keep his job in Moose Mountain 1897; appears from Sifton correspondence to have been a close personal friend of Sifton; wrote with patronage requests.

Ryan, Peter, friend of Clifford Sifton, named as party to the Blood lease in Ferguson report and in the *Debates* of the House of Commons; also an associate of Pedley; served as auctioneer for the Dokis timber sale 1908, receiving a percentage leading to a $2000 fee, rather than the usual $100-200; registrar for City of Toronto; asked Sifton to intervene for him 1908 to get work from Oliver as auctioneer.

Sabitawasis, Headman, Fishing Lake; signed the 1907 affidavit of surrender.

Scott, Duncan Campbell, employed as extra clerk in the office of the Indian Commissioner 1879 to March 1880; then clerk in Interior; appointed to Indian service 1888; Chief Accountant 1908; DSGIA/Deputy Minister.

Scott, Michael, dealer in farm lands, Main Street, Winnipeg; pushed for Roseau River surrender; represented Nicoll Halsey of Chicago in land matters 1920s.

Scott, Walter, editor for *Regina Leader*; Liberal; elected to House of Commons for Assiniboia West, defeating Davin, 1900; re-elected 1904; first premier of Saskatchewan 1905; Liberal contact person for West Assiniboia; key patronage contact for Sifton 1902-03.

Secord, John, came first to Regina, then Edmonton; in business with John A. McDougall in Edmonton; lawyer for NWT Council; elected to NWT Council 1885.

Semmens, John, Methodist minister, former principal of Industrial School in Brandon; friend of Sifton family; Liberal supporter; appointed Agent for Berens River 1901; became agent at Clandeboye 1903; Inspector Lake Winnipeg 1904, replacing Jackson; assisted in taking St Peter's surrender; shareholder in Selkirk Land and Investment Co. from c. 1906; appointed to North Lake Winnipeg Inspectorate 1909.

Service, William, recommended by Smart and Oliverto to be Farming Instructor at Blackfoot Agency 1901, pushed by Gleichen Liberal Association; Markle recommended against the appointment of Service (NA, Sifton Papers, MG 27, April 3, 1900-May 6, 1901); placed on patronage list as blacksmith for the same reserve by McLean 1906.

Shafft, W.M., auctioneer from Ponoka, Alberta, who sold land at November 10, 1909, auction of Bobtail and Samson's lands.

Sifton, Clifford (born Middlesex County, Ont., 1861, son of John Wright Sifton, married Elizabeth Arma Burrows, died 1929), moved to Manitoba 1874; father a railway contractor and speaker of Manitoba legislature; because of childhood illness, was nearly deaf; called to Manitoba Bar 1882; brother of Arthur Lewis Sifton (also a barrister; served in NWT government 1899-1903; appointed Chief Justice of Supreme Court of NWT 1903; premier of Alberta 1910; broke with Liberals 1917 and became Minister of Customs under Borden; Minister of Public Works 1919; became member of Privy Council; died 1921); began practice of law with Arthur in Brandon, Man. 1882, where he made many business contacts, and established newspaper and real estate interests; *Brandon Sun*; Brandon and North West Loan Company; when Arthur left Brandon for Prince Albert in 1885, became partners with A.E. Philp; member of the Legislative Assembly of Manitoba 1888-96; Attorney General and Minister of Education 1891-1996; had *Manitoba Schools Act* passed; supporter of railway promoters Mackenzie and Mann in this period; represented Brandon in House of Commons 1896-1911; Minister of the Interior and Superintendent General of Indian Affairs 1896 to February 1905; resigned February 1905;

remained in House until 1911, when he withdrew from government; maintained active business career with his sons (see Appendix D).

Sifton, Harry (son of Clifford), became his father's financial agent : Canada Bond Corp., Canada Life Assurance Co., Armadale Corporation (see obituaries in *Star-Phoenix* and Toronto *Globe*, June 25, 1934).

Sifton, Victor (son of Clifford), president of *Leader-Post* and *Star-Phoenix* corporations.

Simms, S.C., assistant curator Field Museum of Natural History, Chicago; bought land at Keeseekoose and Crooked Lakes.

Simpson, George A., from Battleford area; may have been related to S.S. Simpson; surveyor working for the Department of Indian Affairs and the Interior 1879, 1880, 1881; surveyed reserves in west central Saskatchewan and in Edmonton District; worked as land agent for Edmonton and Saskatchewan Land Company 1882, while still employed by Department of Interior. When this was brought to the attention of the Department of the Interior, it was determined that there was no conflict of interest (NA, RG 15, vol. 273, file 42767, pt. 1). Shareholder in British North American General Farming and Colonization Co., c. 1882.

Simpson, Sidney Seymour (married to Margaret Ann Speers, daughter of Robert Speers), wrote to Clifford Sifton from Brandon in 1902 asking for a position as Timber Inspector; later asked for anything in Saskatchewan (presumably he had known Sifton in Brandon) (NA, Sifton Papers, MG 27, II D 15, C544, 106078); worked as Farming Instructor at Battleford Agency under J.P.G. Day 1902-03; clerk in the Dominion Lands Office in Battleford 1903-05, then became Immigration Agent Battleford until 1906; Battleford Milling and Elevator Company 1907; Battleford Agricultural and Arts Association 1907; MLA 1908-17; Liberal; acted as auctioneer in Grizzly Bear's Head/Lean Man sale June 1906, one week after forming real estate firm, Champagne, Speers, and Simpson.

Smart, James Allan (born 1858), from Brockville, Ont., son of a manufacturer and merchant in hardware; merchant in Winnipeg and Brandon; mayor of Brandon for four years; member of Manitoba legislature1886-92; Minister of Public Works under Greenway; extensive business interests in hardware, machine works, insurance, and real estate; Deputy Minister of Interior April 1897-1904; Deputy Superintendent General of Indian Affairs April 1, 1897, to November 1902; interested Carry the Kettle sales 1906, after he left office; in business as James A. Smart Company in Montreal after he left office; received notice of many Indian land sales.

Smith, George, physician from Toronto; bought land by tender Michel 1904; affiliated with Joseph R. Miller.

Speers, Alexander (brother of Robert J. Speers), bought land at Grizzly Bear's Head/Lean Man sales 1908.

Speers, C. Wesley, from Griswold, Man.; General Colonization Agent, Department of the Interior, Winnipeg, under Sifton; ran against Sifton for Liberal nomination at Brandon 1896, stepped aside; associate of Sifton; when Sifton entered office, Speers wrote and asked for patronage in livestock supply (NA, Sifton Papers, MG 27, vol. 33, 1897); responsible in part for the Canadian/American links in the Saskatchewan Valley Land Co., and the endorsement of its land purchase agreement in 1902.

Speers, Robert James , part of real estate firm Champagne, Speers and Simpson, in North Battleford, formed 1906; bought land at Grizzly Bear's Head/Lean Man auctions ; bought land at Swan Lake/Tramping Lake auction 1910; address listed as Wilkie, real estate dealer.

Stobart Sons and Co., Winnipeg, Wholesalers; had association with George and Henry Stewart, W.A. Kenning, Crooked Lakes land sales.

Sutherland, Hugh (born in Scotland), came to Winnipeg 1878; in lumber business Rainy Lake Lumber Co, Rat Portage; director of Saskatchewan Transportation Co.; railway promoter, Hudson Bay Railway; president Canadian Northern Prairie Land Co. (see Appendix D, Sifton: Investments); met with Sifton August 1902, and January 1903 (NA, Sifton Papers, MG 27, letter book 5); Liberal; Member of Parliament for Selkirk 1882-87.

Swinford, S.S., Agent at Touchwood 1897, replacing J.P. Wright; became Agent at Portage la Prairie and Manitowpah 1899, in exchange with H. Martineau; moved to Headquarters staff March 1905; Inspector, Lake Manitoba 1907, replacing Marlatt; Inspector, South Lake Winnipeg Inspectorate 1909; appointed Inspector for Indian Agency Accounts 1910; took the Swan Lake surrender early 1908.

Thunderchild, Chief, Chief when the 1909 surrender was taken.

Turiff, John Gillanders, associate of Sifton; came west in 1878; farmer and merchant in Moose Mountain area; Liberal; sat in NWT Assembly 1886-91; Commissioner of Dominion Lands 1898-1904; promoted Saskatchewan Valley Land Co. deal; involved in timber berth sales with Sifton; pushed for Cote surrender of lands near townsite 1905; asked for surrender of Swan Lake IR 7 1901; business interests/investments in the West; elected to House of Commons 1904; brother-in-law of A.J. Adamson, of Saskatchewan Valley Land Co.; scrip dealer; his wife, Lilly, held stock in Saskatchewan Valley and Manitoba Land Co., Western Trust Co, Canada Territories Corporation.

Tye, Alice M. (born 1880 Sarnia, Ont.), moved to Birtle; became clerk to William Graham December 1903; stayed with him until 1932; bought land at Crooked Lakes; his brother, Howard, bought land at Crooked Lakes and Muscowpetung; cousin of Graham's wife.

Vankoughnet, Lawrence (born 1836), from Cornwall, Ont., well-established family; Deputy Superintendent General of Indian Affairs DSGIA 1874-93; promoted from clerk level, first hired 1861.

Von Rajcs, Zoltan, Hungarian, moved to Canada; worked in journalism, hotel trade(ambiguous background); hired by Canada to set up Hungarian colonies in the West; released c. 1899 but continued to promote colonization privately.

Wadsworth, Timothy Page, Inspector of Farms and Agencies 1879; appointed Chief Inspector for Manitoba and NWT 1894; Calgary Inspectorate 1897; took Passpasschase surrender 1888 while acting as Inspector; took leave 1898 for nervous exhaustion; retired involuntarily 1901.

Blood Indians accused him of working for cattle company which took grazing lease in 1903, arguing in favour of lease while still Inspector (House of Commons *Debates*, July 11, 1908, 12743).

Wallace, James Ira, physician, Kamsack, Sask.; director of Kamsack Land Company 1908; Justice of Peace, took declaration for Cote surrender 1907; bought land at Cote land sale.

Wallis, Daniel, from Mandomin, Iowa; acquired land by purchase and assignment in the surrendered Sharphead reserve at turn of century.

Wallis, James R., from Dubuque, Iowa; publisher; later worked in New York and Washington for American Relief Foundation; acquired land by purchase and assignment at Muscowpetung.

Walton, George, resident of Emerson, Man., met with Clifford Sifton 1903 to push Roseau River surrender; encouraged Sifton to sell Roseau River lands by auction rather than tender; auctioneer at Grizzly Bear's Head/Lean Man 1909; auctioneer at Swan Lake 1909; Auctioneer at Peigan 1909; letterhead shows address at 124 Grain Exchange, seller of general merchandise and livestock; MPP for Manitoba no dates; after Sifton's 1896 election, became local patronage contact (see NA, Sifton Papers, MG 27, C469, 23859).

West, George F., Omaha railway agent, and immigration sub-agent under W.V.H. Bennett; involved in scheme to purchase Moose Mountain reserves.

White, Alfred Stamford, grain merchant, Chicago; bought some of first land sold by Saskatchewan Valley Land Co., c. 1902.

White, D.L., from Midland, Ont., business associate of F.W. Grant in some Indian land purchases, including at least the Michel and Alexander purchases.

White, Edward H. (son of William J. White), acquired land at Grizzly Bear's Head and Lean Man sales; certified paying Agent C.J. Johnson at Moosomin surrender; Liberal in Battleford area; real estate agent in North Battleford; Justice of the Peace; agent for the Ottawa North-West Land

Co., the Battle River Land Co, the Eastern Alberta Land Co.; part of White Land Company with his father and his wife, wife held majority shares.

White, William J. (born 1853 Ontario), founded Brandon *Sun* 1882; expanded into Brandon Sun Printing and Publishing, in which Smart and Sifton (and Sifton's father) had an interest; sold his interest in the paper 1897 to Western Publishing Co., a Sifton family enterprise; appointed Inspector of U.S. Immigration Agencies 1897 by Sifton.

Was this the William White who sold land for the Regina Industrial School to the Department (NA, RG 10, vol. 1128)?

Wilson, Robert N. (born 1863 Toronto, Ont.), lived in southern Alberta 16 years before appointment, knew Blackfoot language; Agent for Peigan 1897; transferred to Blood 1903, replaced by Gooderham; Agent who took the Blood grazing lease in 1903, then became an employee of the company with the grazing lease.

Wood, William Addison, listed as resident of Edmonton, CPR clerk; major buyer at Alexander land sales 1906; also acquired land from Michel sales 1906.

Yellow Quill, Chief, Chief at Swan Lake at time of 1908 surrender.

Yeomans, E. H. (born 1893 Ontario), farmer at Sioux reserve, Griswold, 1900; Agent at Peigan Agency 1907; Agent there when Markle took 1909 surrender; investigated 1913 for political partisanship (NA, RG 10, vol. 1129).

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APPENDIX A

INDIAN CLAIMS COMMISSION

SURRENDERS RESEARCH PROJECT

FACTORS AND POLICIES CONTRIBUTING TO LAND SURRENDERS ON PRAIRIE INDIAN RESERVES, 1896-1930

TERMS OF REFERENCE

24 July 1996

RATIONALE

More than one hundred surrenders of Indian reserve land occurred in the prairie provinces between the late 1890s and 1930. This intense period of reserve land loss began with the election of the Laurier government in 1896 and continued through successive federal governments at least until 1930 when the *Natural Resources Transfer Agreements* gave Alberta, Saskatchewan and Manitoba responsibility for natural resources. Currently, the Indian Claims Commission (ICC) is conducting inquiries into the rejection of several prairie surrender claims from this period.

Many of these prairie surrender claims raise similar arguments relating to the validity of the surrender. First Nations often allege non-compliance with *Indian Act* surrender procedures, duress, undue influence, unconscionability, negligent misrepresentation, lack of informed consent, and breach of fiduciary obligations in the taking of the surrender itself and in the management and administration of the land and the proceeds after the surrender. In addition, they have alleged fraudulent conduct on the part of government officials. Case law relating to surrenders continues to evolve but the Supreme Court of Canada decision in *Apsassin* suggests these factual issues are relevant to whether there is evidence of "exploitation," "tainted dealings," or lack of informed consent between the Crown and Indians in the particular surrenders under review. The Indian Claims Commission has made findings on the interpretation of treaties, on the Specific Claims policy, and on the significance of Indian oral testimony which are of relevance in defining the scope of this project.

In view of the importance of obtaining information relevant to the historical context of these surrender claims, the Commissioners have decided to conduct supplementary research into the broader context of these issues. Accordingly, this research project will survey the factors and policies involved in this intense period of surrender activity. Regrettably, the time available for the project precludes developing a useable database of the one hundred or more surrenders. The project will begin the work, therefore, by focussing detailed data collection on examples from the years 1896 to 1911. These initial surrenders, taken during the Laurier period and under a Minister of Indian Affairs who was also the Minister of Interior, helped to establish the pattern of prairie surrenders for the next two decades.

The project is intended to assist Commissioners in their deliberations and to provide a broad historical context for the allegations raised by First Nations. It will attempt to identify the federal legislative and policy frameworks that prevailed from 1896 to 1930 and the extent to which social, economic, political and cultural factors influenced the practices of key government officials and agencies with respect to the surrender of Indian reserves. Where possible, it will identify First Nations' understandings, attitudes, and values relating to the surrenders.

OBJECTIVES

- To provide ICC and the parties to prairie surrender claims of the period with information on historical factors extending beyond the immediate particulars of such surrenders but which may be relevant to questions of government policies and practices in the context of federal-Indian relations and which will assist the Commission to address the relevant issues more effectively.

- To facilitate the assessment and resolution of claims by addressing the gap between approaches which focus on the validity of surrenders and compliance with technical requirements of the *Indian Act* and a broader approach which takes into account the ethnological and historical context of reserve surrenders.

SCOPE OF RESEARCH

The broad period under consideration is 1896 to 1930; however, the years 1896 to 1911 will be used to limit the sample of surrenders from Alberta, Saskatchewan and Manitoba to a manageable number. Since this project involves exploring legal, political, economic, cultural and social factors as well as federal policies and practices motivating surrenders, a wide range of historical research will be required to carry it out. The following themes will be explored as fully as possible.

Canadian Legal Framework Governing Reserve Land and Surrenders

What constitutional and statutory provisions applied during the period from 1896 to 1930 which had a bearing upon the Crown's obligations *vis-a-vis* Indian lands? What treaty provisions applied? Was there any applicable case law relating to Indian treaties, lands and Crown obligations? What legal opinions did the federal government solicit and apply?

Federal Government Policy and Administrative Practices

What were the prevailing policies of Indian Affairs and other federal government departments and agencies in regard to Indians and reserve lands during that period? Who were the key government officials involved in Indian policy and surrenders during this period? What instructions and parameters were given to field officials by senior government officials? What administrative practices and/or policies were followed by government officials in connection with surrenders? What relation, if any, was there to local burghers, legislative and church elites?

Other Influences on Federal Government Policies and Practices

To what extent were government policies and practices influenced by legal, social, cultural, economic, and political factors (i.e. trade, settlement, immigration, environment, disease, intertribal rivalry, loss of the buffalo, technology, communication, agriculture, resource extraction, land speculation, etc.)? What circumstances, assumptions, and attitudes determined Indians' and non-Indians' land needs throughout the period? Who were the purchasers and assignees of surrendered land? If there were any key non-governmental actors, who were they? What influence or pressure was there on Canada from other interests such as provincial governments, financiers, land speculators, land colonization companies, boards of trade, municipalities, railroads, merchants, clergy, and the general (non-Indian) public? What, if any, effect did these influences have upon government policies and practices as well as upon Indian Bands?

Indian Interpretations of Treaties and Surrenders

What were the Indians' understandings of treaties, reserves, land, and decision-making? What were the circumstances under which Indians' understandings of treaties and surrenders could be expressed and implemented?

METHODOLOGY

- develop a research plan to identify the primary and alternative sources to be examined and estimated time required to research each source.

- share terms of reference and research plan with First Nations, research organizations, and Canada's Specific Claims research offices for feedback and suggestions. To avoid delay, expense, and unnecessary duplication of work, seek agreement of these organizations to share available research and data, including materials held by ICC which has not been canvassed in a public inquiry.

- review relevant secondary literature including scholarly books, articles, M.A. theses and PhD dissertations, government publications, reports of other Commissions, etc.

- review and compile primary written materials including, House of Commons debates, Ministerial papers and correspondence, departmental correspondence (Interior, Indian Affairs, Immigration, etc.), personal papers, corporate records, annual reports, newspapers, etc. which are normally found in national, provincial and local repositories (archives, records centres, resource centres, libraries, etc.)

- review Indian elders' statements and affidavits, and oral sources of written records. Identify any constraints on understanding the written and/or oral record.

PRODUCTS OF RESEARCH

Compilation and Index of Primary Materials

An inventory of primary materials is to be prepared in the form of a chronologically organized annotated index together with a compilation of documents. Full source references are to be included in the Index as well as on all pages of the individual items. If possible, and if time permits, this inventory should also be arranged according to subject matter and by type of source material for ease of reference.

Bibliography of Secondary Sources
An inventory of secondary materials on the subjects in question will be prepared, in the form of an annotated bibliography. Annotations will provide a synopsis of content in relation to the project. In some cases, excerpts will be appended to the bibliography.

Summary of Research
A summary of the research and general findings will be set out in a report to the Commissioners. Based solely on the information collected by the researcher, the report should attempt to identify and describe the policies and other factors that governed and influenced the taking of surrenders. While it will be necessary to explain and refer to various individual surrenders in the report, the emphasis should be placed upon the general practices and policies of government in the context of federal-Indian relations. Suggestions for further research and new directions, if any, should be included in the report. The relative significance of non-Indian records in undertaking this and further projects should be assessed.

AVAILABILITY OF RESEARCH TO FIRST NATIONS AND GOVERNMENT

The compilation of primary materials, annotated index, and annotated bibliography will be shared with all interested First Nations and government departments. The Commissioners reserve the right to review the research report to determine whether it will be shared with the parties and the public. The report will be made available to the parties if the Commissioners decide to use the report as a research tool to assist them in the conduct of inquiries into surrender claims, however, it should be emphasized that the report does not necessarily represent the views of the Commissioners.

TIME FRAME

The research project shall be completed over the course of six months from June 3, 1996 to November 29, 1996. Dr. Peggy Martin-McGuire has been retained by the Commission on an interchange agreement with the federal government to conduct the research.

As outlined above, fulfilment of the contract entails conducting the research, producing an annotated bibliography of secondary sources and a compilation of documents and annotated index, and a report to the Commissioners. Ms. Martin-McGuire will be assisted by the Research Unit within the Commission to ensure completion of the research within the projected timeframe.

APPENDIX B

Surrender Agreement, Affidavit, and Order in Council
Michel Indian Reserve 132 (1903)

1545

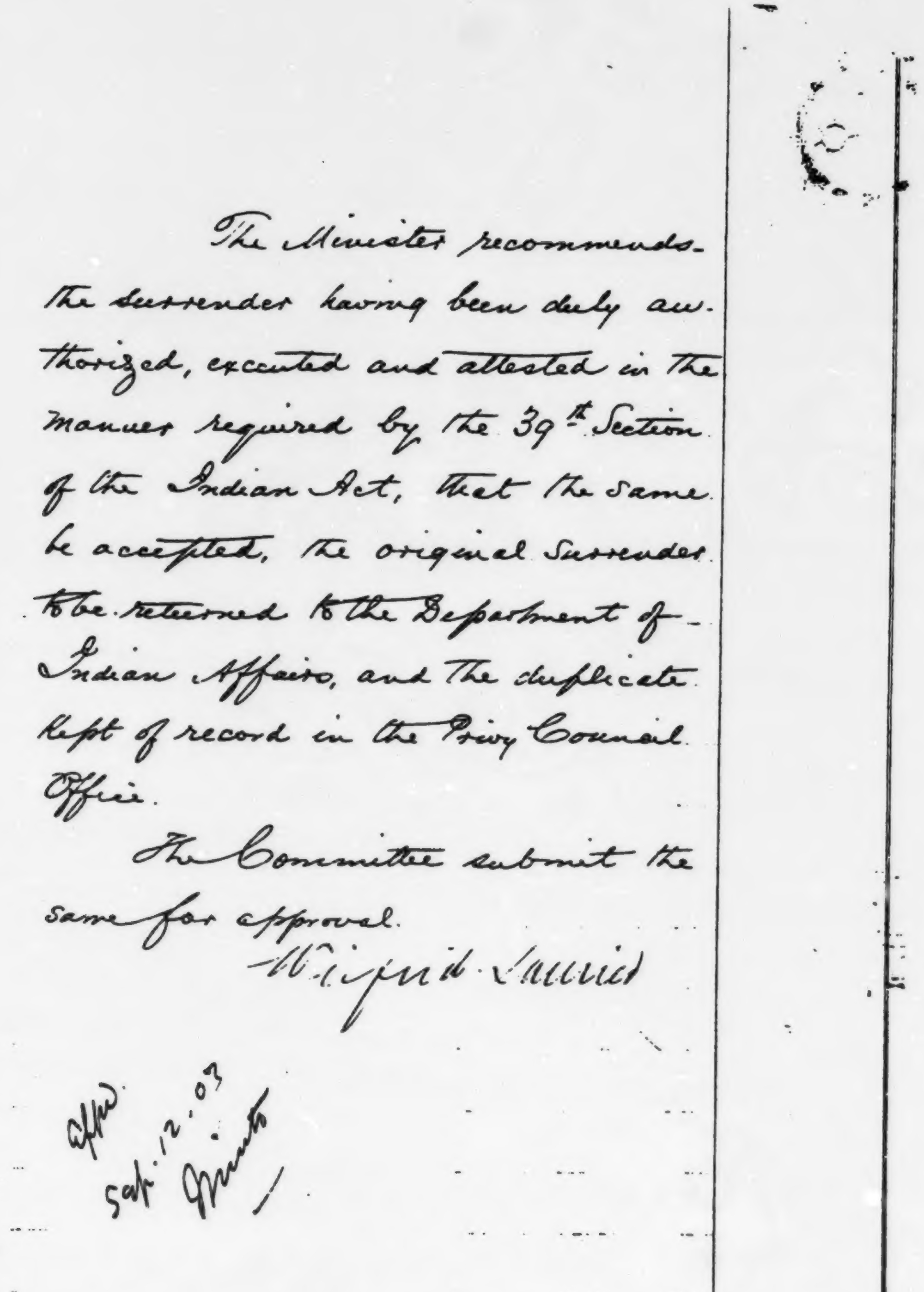
6.

P.C. 15 [illegible]

To Ind^n affairs 15 Sept 1903

On a Memorandum dated 3^d September 1903, from the Superintendent General of Indian Affairs, submitting herewith a surrender made in duplicate on the 20^th day of July, 1903, by the Michel's Band of Indians, of 7.800 acres forming a strip of land one and one-half miles wide along the western limit of their reserve, N^o 132 in Townships 53, 54 and 55, Ranges 26 and 27, west of the 4^th Meridian in the District of Alberta, N.W.T., the said surrender having been given in order to permit of the land covered thereby being sold on such terms as may be considered by the Superintendent General best in the interests of the Indians concerned.

The

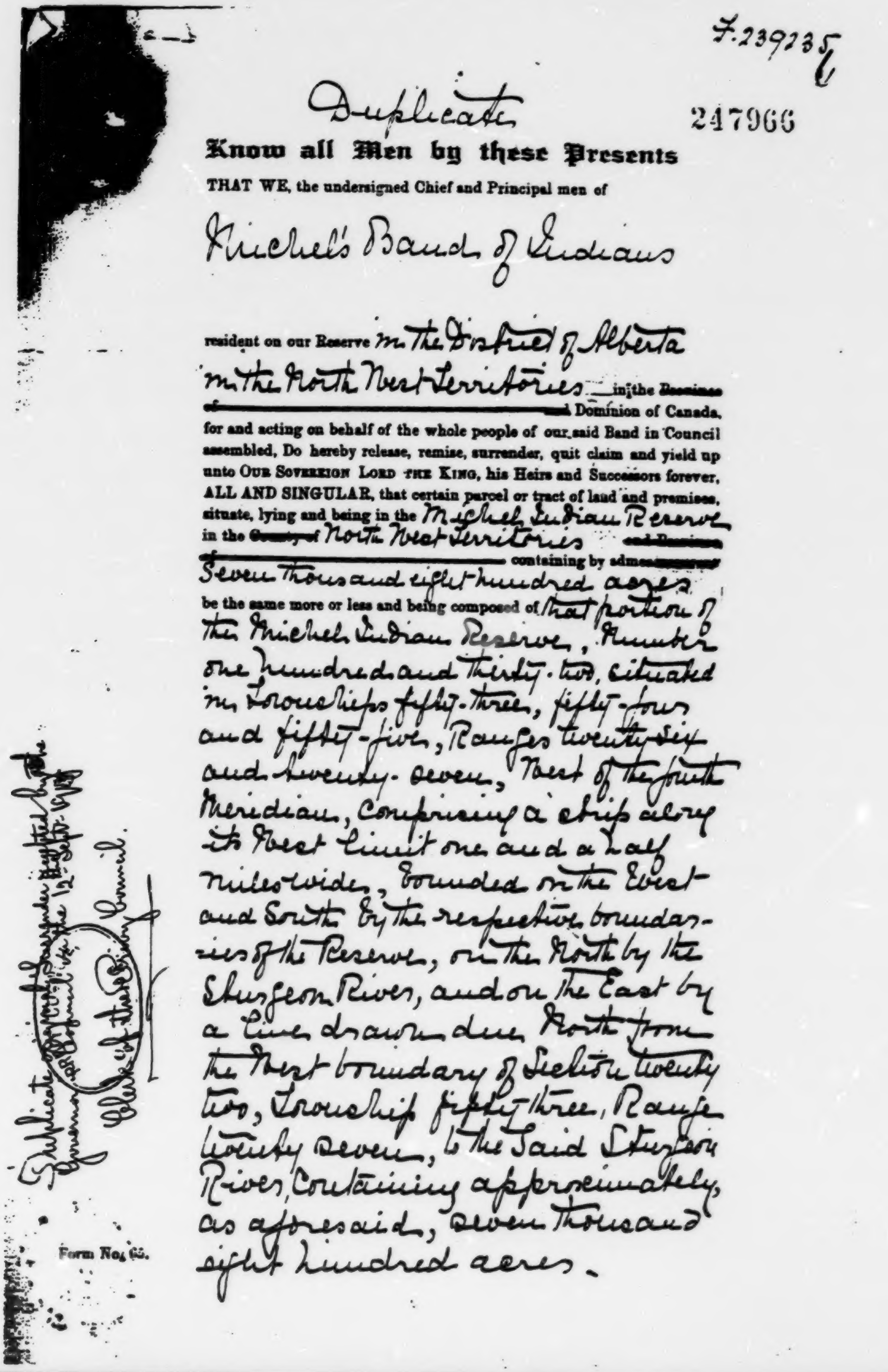


The Minister recommends the surrender having been duly authorized, executed and attested in the manner required by the 39th Section of the Indian Act, that the same be accepted, the original Surrender to be returned to the Department of Indian Affairs, and the duplicate kept of record in the Privy Council Office.

The Committee submit the same for approval.

Wilfrid Laurier

Appd.
Sep. 12. 03
Minto



F.239735
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Duplicate

247966

Know all Men by these Presents

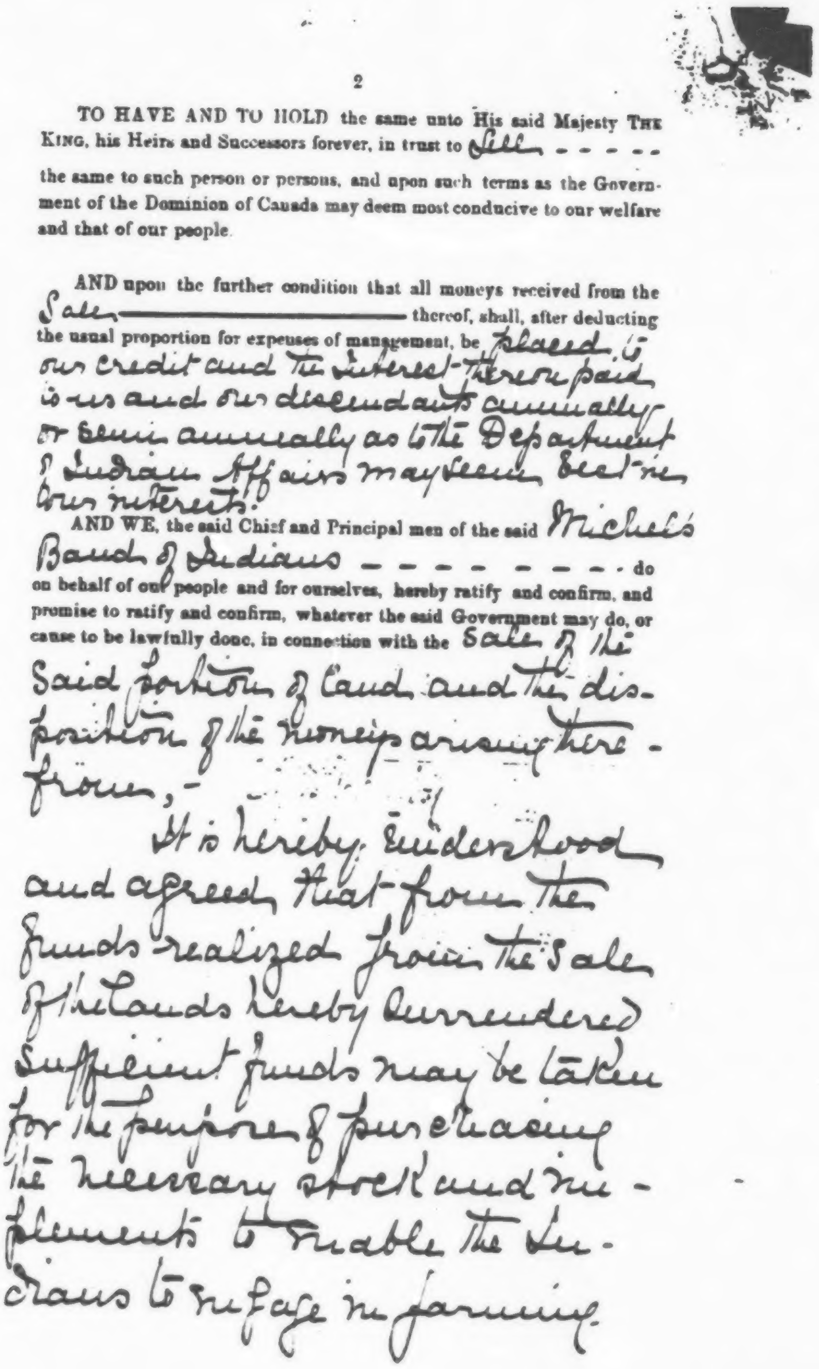
THAT WE, the undersigned Chief and Principal men of

Michel's Band of Indians

resident on our Reserve in the District of Alberta in the North West Territories in the ~~Province of~~ ~~and~~ Dominion of Canada, for and acting on behalf of the whole people of our said Band in Council assembled, Do hereby release, remise, surrender, quit claim and yield up unto OUR SOVEREIGN LORD THE KING, his Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Michel Indian Reserve in the ~~County of~~ North West Territories ~~and Province of~~ containing by adm~~easurement~~ Seven thousand eight hundred acres be the same more or less and being composed of that portion of the Michel Indian Reserve, Number one hundred and thirty-two, situated in Townships fifty-three, fifty-four and fifty-five, Ranges twenty-six and twenty-seven, West of the fourth Meridian, comprising a strip along its West limit one and a half miles wide, bounded on the West and South by the respective boundaries of the Reserve, on the North by the Sturgeon River, and on the East by a line drawn due North from the West boundary of Section twenty two, Township fifty-three, Range twenty seven, to the said Sturgeon River, containing approximately, as aforesaid, seven thousand eight hundred acres.

Duplicate of original Surrender accepted by the Governor General in Council the 12 Sept. 1903
Clerk of the Privy Council

Form No. 65.



TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to Sell - - - - - the same to such person or persons, and upon such terms as the Government of the Dominion of Canada may deem most conducive to our welfare and that of our people.

AND upon the further condition that all moneys received from the Sale ———————— thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit and the interest thereon paid to us and our descendants annually or semi annually as to the Department of Indian Affairs may seem best in our interests!

AND WE, the said Chief and Principal men of the said Michel's Band of Indians - - - - - - - - do on behalf of our people and for ourselves, hereby ratify and confirm, and promise to ratify and confirm, whatever the said Government may do, or cause to be lawfully done, in connection with the Sale of the said portion of land and the disposition of the moneys arising therefrom, -

It is hereby understood and agreed that from the funds realized from the sale of the lands hereby surrendered sufficient funds may be taken for the purpose of purchasing the necessary stock and implements to enable the Indians to engage in farming.

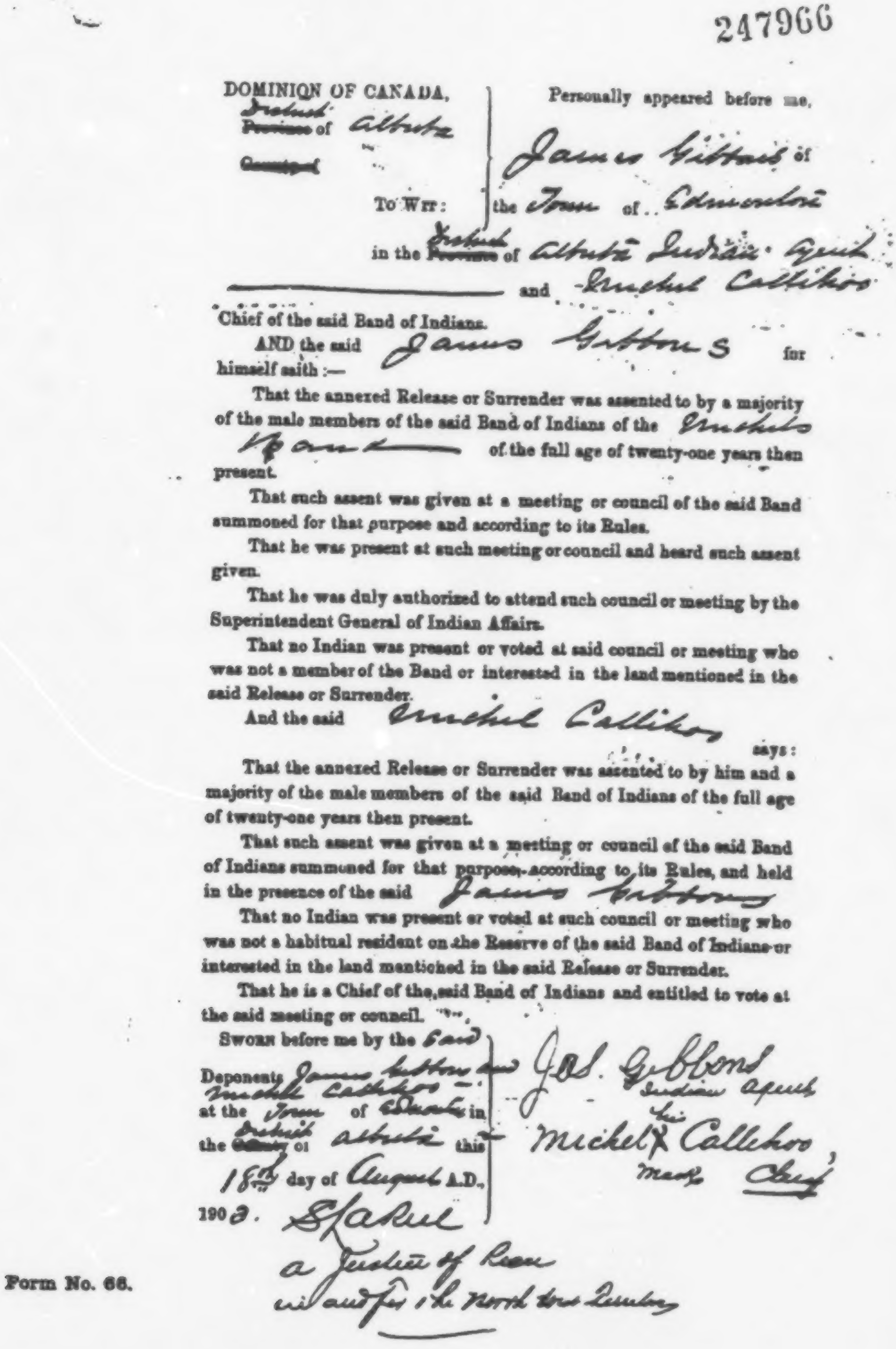
247966

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this [illegible] day of July, 1903 in the year of Our Lord one thousand nine hundred and three.

Signed, Sealed and Delivered, in the presence of

James Gibbons
Indian agent

Michel his x mark Callihoo Chief
Joseph his x mark Gladiow. H. m.
Louis his x mark Callihoo
Baptiste his x mark Callihoo
Thimothy his x mark Callihoo
Piere his x mark Valade
Albert his x mark Callihoo
Severe Callihoo



247966

DOMINION OF CANADA,
~~Province~~ District of Alberta
~~County of~~
TO WIT:

Personally appeared before me, James Gibbons of the Town of Edmonton in the ~~Province~~ District of Alberta Indian Agent and Michel Callihoo Chief of the said Band of Indians.

AND the said James Gibbons for himself saith :—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Michels Band of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to its Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Michel Callihoo says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to its Rules, and held in the presence of the said James Gibbons

That no Indian was present or voted at such council or meeting who was not a habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the said Deponents James Gibbons and Michel Callihoo at the Town of Edmonton in the ~~County~~ District of Alberta this 18th day of August A.D., 1903.

S Lake
a Justice of Peace
in and for the North West Territories

Jas. Gibbons
Indian Agent

his
Michel X Callehoo, Chief
mark

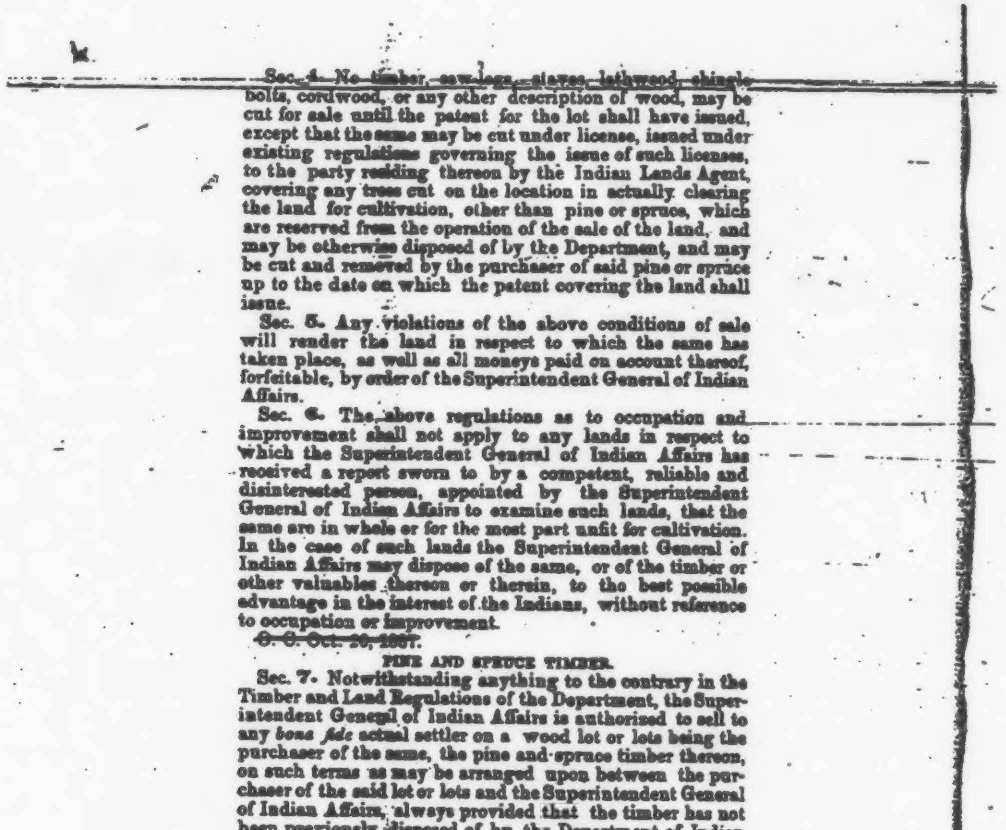
Form No. 66.

APPENDIX C

LAND SALE REGULATIONS

Document 1	September 15, 1888, Land Regulations (NA, RG 2, vol. 400, C-3395), 4 pages
Document 2	March 21, 1906, Amendments (NA, RG 2, vol. 905, file 1358D [3]), 2 pages
Document 3	December 18, 1906, Amendments (NA, RG 10, vol. 1127), 1 page
Document 4	April 16, 1908, Amendments (NA, RG 2, vol. 948, file 1868D), 1 page
Document 5	January 24, 1910, Amendments (NA, RG 2, vol. 986, file 1126), 3 pages
Document 6	March 26, 1918, Amendments (NA, RG 2, file DC 702), 1 page

Correspondence, February to October 1913, re: Land Management Fund
(NA, RG 10, vol. 2498, file 102986), 12 pages



Sec. 4. No timber, saw-logs, staves, lathwood, shingle bolts, cordwood, or any other description of wood, may be cut for sale until the patent for the lot shall have issued, except that the same may be cut under license, issued under existing regulations governing the issue of such licenses, to the party residing thereon by the Indian Lands Agent, covering any trees cut on the location in actually clearing the land for cultivation, other than pine or spruce, which are reserved from the operation of the sale of the land, and may be otherwise disposed of by the Department, and may be cut and removed by the purchaser of said pine or spruce up to the date on which the patent covering the land shall issue.

Sec. 5. Any violations of the above conditions of sale will render the land in respect to which the same has taken place, as well as all moneys paid on account thereof, forfeitable, by order of the Superintendent General of Indian Affairs.

Sec. 6. The above regulations as to occupation and improvement shall not apply to any lands in respect to which the Superintendent General of Indian Affairs has received a report sworn to by a competent, reliable and disinterested person, appointed by the Superintendent General of Indian Affairs to examine such lands, that the same are in whole or for the most part unfit for cultivation. In the case of such lands the Superintendent General of Indian Affairs may dispose of the same, or of the timber or other valuables thereon or therein, to the best possible advantage in the interest of the Indians, without reference to occupation or improvement.

~~O. C. Oct. 20, 1887.~~

PINE AND SPRUCE TIMBER.

Sec. 7. Notwithstanding anything to the contrary in the Timber and Land Regulations of the Department, the Superintendent General of Indian Affairs is authorized to sell to any *bona fide* actual settler on a wood lot or lots being the purchaser of the same, the pine and spruce timber thereon, on such terms as may be arranged upon between the purchaser of the said lot or lots and the Superintendent General of Indian Affairs, always provided that the timber has not been previously disposed of by the Department of Indian Affairs.

~~O. C. May 8, 1888.~~

PINE AND SPRUCE TREES IN TIMBER LICENSES.

Sec. 8. All pine trees and all spruce trees being or growing upon any Indian land hereafter sold, and at the time of such sale, or previously, included in any timber license, shall be considered as reserved from such sale; and such land shall be subject to any timber license covering the same which may be in force at the time of such sale, or may be granted within three years from the date of such sale; and all pine trees of larger growth than nine inches diameter at the butt may be cut and removed from such land under a timber license lawfully in force; but the purchaser of the land, or those claiming under the purchaser, may cut and use such trees as may be necessary for the purposes of building, fencing and fuel on the land so purchased; and may also cut and dispose of, (but the latter only under a settler's license, duly obtained from the local Indian Superintendent or Agent) all trees required to be removed in actually clearing the land for cultivation; but no pine trees or spruce except for necessary building, fencing and fuel, as aforesaid, shall be cut beyond the limit of such actual clearing before the issue of the patent for such land; said pine trees and spruce trees so cut and disposed of, ~~except~~ for said necessary building, fencing and fuel, as aforesaid, shall be subject to the payment of regular dues, and ~~fifty~~ one hundred per cent. added thereto for trespass fine.

All trees on the land when the patent issues are to become the property of the patentee.

~~O. C. [illegible]~~

Sept. 15, 1888 Land Regulations [RG2, vol. 400, C-3395]

Sec. 9. *Regulations relating to actual settlers on Indian lands.*

(*a.*) Purchasers of Indian land are required to clear five instead of fifteen acres; no license fee to be charged for the said five acres or dues to be charged upon the timber removed therefrom (pine and spruce being reserved), but each purchaser before receiving a license to cut and remove the timber from the said five acres, shall be required to declare by written declaration at the time of sale that he intends becoming an actual settler on the land, and to obtain from the agent a license to cut on the five acres.

(*b.*) Upon it being established to the satisfaction of the Indian agent by affidavit or statutory declaration of two reliable disinterested parties that the purchaser has cleared on the land purchased ready for cultivation and fenced at least five acres, and that he has built thereon a habitable dwelling house of not less than 18 x 24 feet, and that he resides and that they believe he intends to continue to reside on the said land, the agent may grant him a settler's license covering the land included in the sale to him, which must exceed the area stated in Section 1 of the Regulations for the disposal of Indian Lands namely, 400 acres or 640 acres as the case may be.

(*c.*) Said license shall be issued for one year only on payment of a fee of four dollars ($4),* which may be renewed yearly on payment of a fee of one dollar ($1), provided there has been no violation of the terms of the said license.

(*d.*) Dues shall be paid on timber cut under said license in accordance with the following tariff, which dues or such portion thereof as may be necessary may be applied on behalf of the purchaser towards payment of the land, and any balance in excess of what is required shall be placed at the credit of Indian funds:—

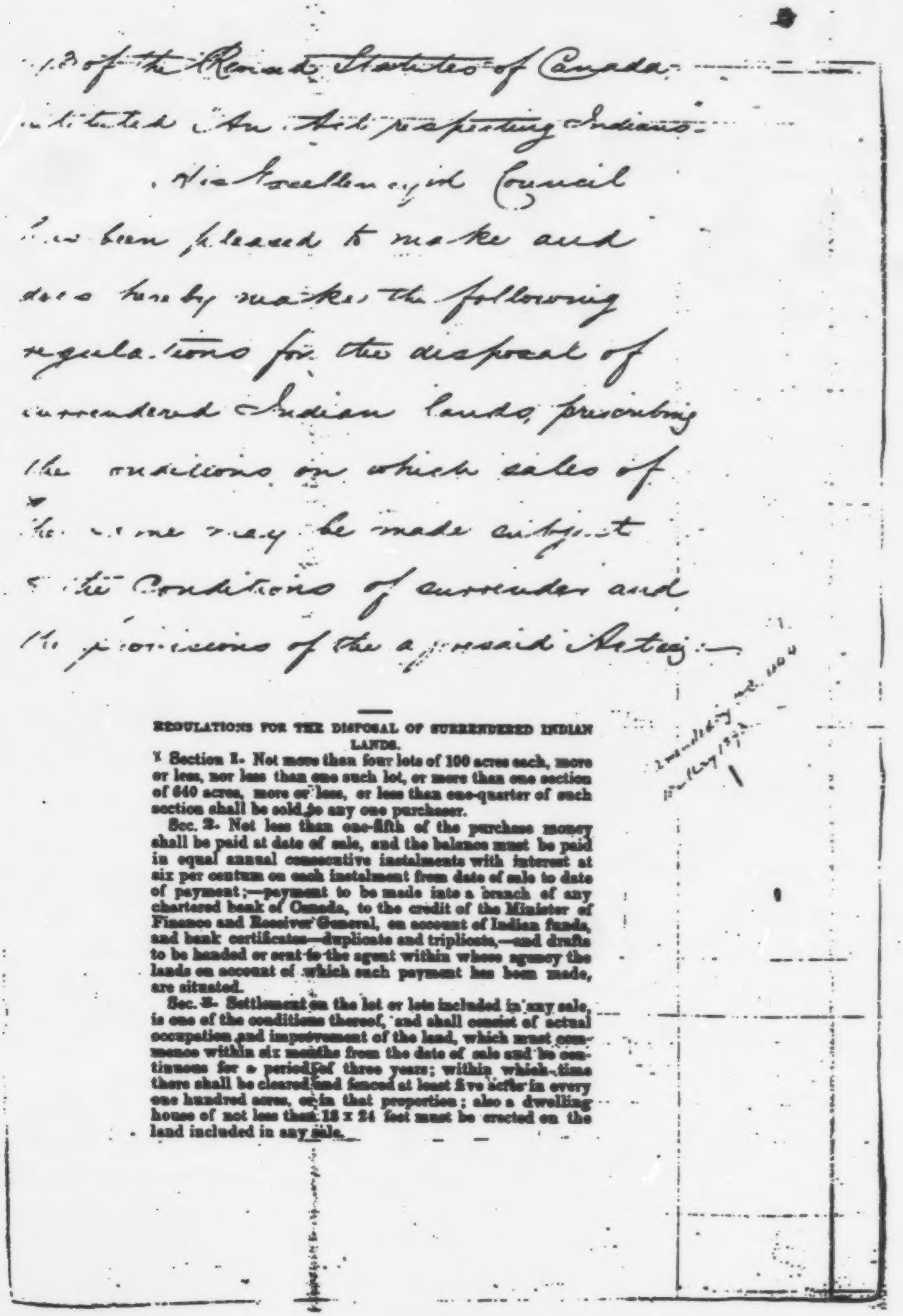
1. Oak and black walnut and basswood, square timber, per M. cubic feet	$30 00
2. Oak and black walnut and basswood, saw-logs, per M. feet board measure	4 00
3. Tamarac, elm, beech, ash, maple, hickory and butternut, per M. cubic feet	16 66
4. For the same as saw-logs, per M. feet board measure	2 00
5. Cedar, birch, basswood and boom timber, per M. cubic feet	15 00
6. For the same as saw-logs, per M. feet board measure	1 00
7. Hemlock, per M. cubic feet, including bark	5 00
8. Hemlock, per M. feet, board measure	0 60
9. Hemlock bark, per cord	0 40
10. Pipe staves, per M. standard	~~20 00~~ 15.00
11. West India do do	5 00
12. Railway ties, tamarac, or cedar, per 100, of 12 inches and under at the butt	2 00
13. Telegraph poles, per 100, up to 30 feet long	5 00
14. Over and above that length the rate to be increased in proportion to the length.	
15. Boom timber, per M. cubic feet	6 00
16. do per M. feet board measure	0 40
17. Cedar pickets, per 100	1 00
18. Tamarac knees, lineal measurement, per M. feet	15 00
19. Shingle bolts, per cord	0 40
20. do in advantageous localities	0 50
21. Cordwood, hard, per cord	0 15
22. Cordwood, hard, in advantageous localities	0 20
23. Cordwood, soft, per cord	0 10
24. Cordwood, soft, in advantageous localities	0 12

*Sections 10 & 11 added by OC 2975 – 18 Nov 1898.

Approved Sept 15/88.

Stanley of Preston

John A. Macdonald



43 of the Revised Statutes of Canada, intituled "An Act respecting Indians."

His Excellency in Council has been pleased to make and does hereby make the following regulations for the disposal of surrendered Indian lands, prescribing the conditions on which sales of the same may be made subject to the Conditions of surrender and the provisions of the aforesaid Act, viz:—

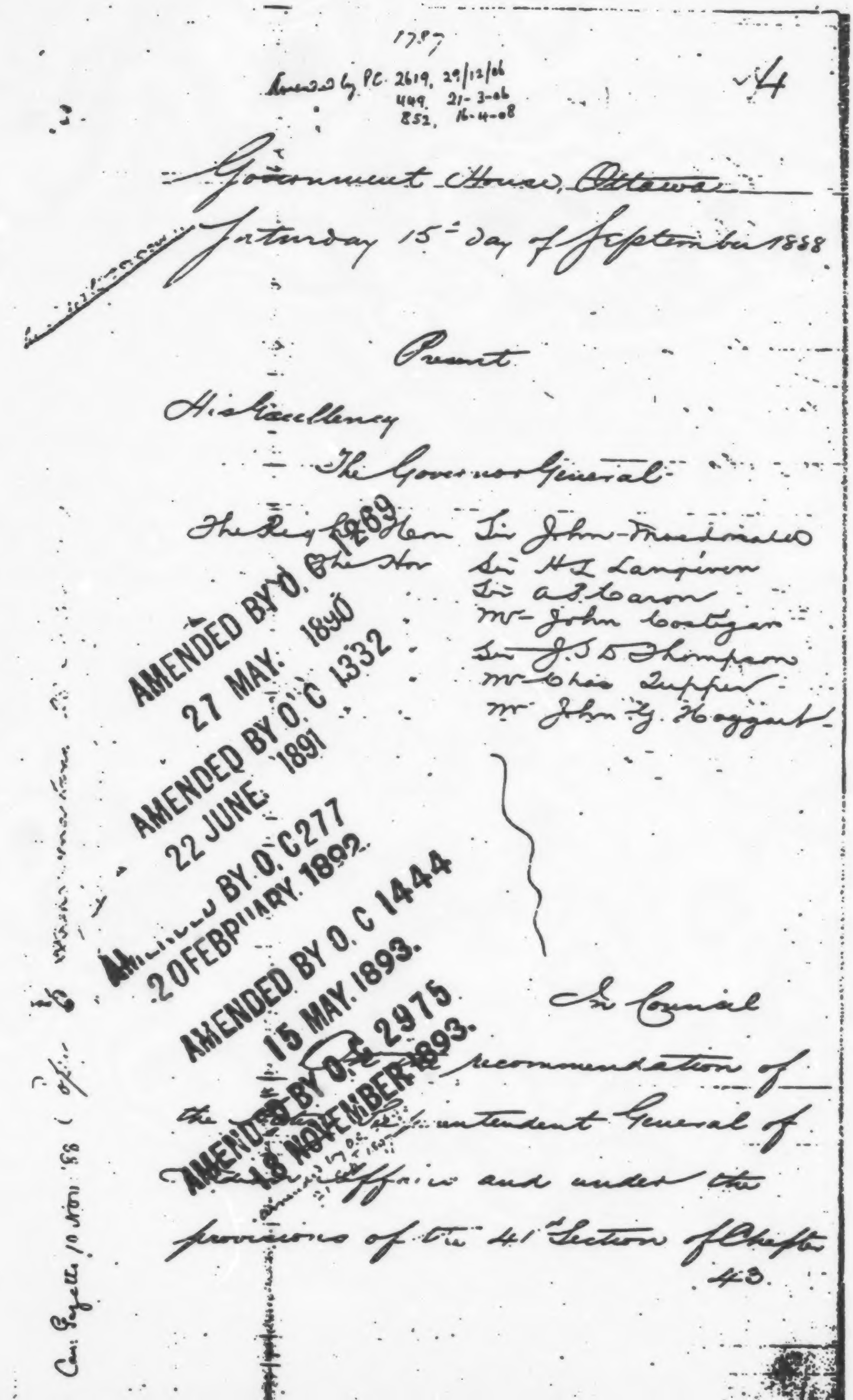
Amended by [illegible]

REGULATIONS FOR THE DISPOSAL OF SURRENDERED INDIAN LANDS.

Section 1. Not more than four lots of 100 acres each, more or less, nor less than one such lot, or more than one section of 640 acres, more or less, or less than one-quarter of such section shall be sold to any one purchaser.

Sec. 2. Not less than one-fifth of the purchase money shall be paid at date of sale, and the balance must be paid in equal annual consecutive instalments with interest at six per centum on each instalment from date of sale to date of payment;—payment to be made into a branch of any chartered bank of Canada, to the credit of the Minister of Finance and Receiver General, on account of Indian funds, and bank certificates—duplicate and triplicate,—and drafts to be handed or sent to the agent within whose agency the lands on account of which such payment has been made, are situated.

Sec. 3. Settlement on the lot or lots included in any sale, is one of the conditions thereof, and shall consist of actual occupation and improvement of the land, which must commence within six months from the date of sale and be continuous for a period of three years; within which time there shall be cleared and fenced at least five acres in every one hundred acres, or in that proportion; also a dwelling house of not less than 18 x 24 feet must be erected on the land included in any sale.



1787

Amended by P.C. 2619, 29/12/06
449, 21-3-06
852, 16-4-08

√4

Government House, Ottawa
Saturday 15th day of September 1888

Present

His Excellency
The Governor General

The Right Hon Sir John Macdonald
The Hon Sir H L Langevin
Sir A P Caron
Mr John Costigan
Sir J S D Thompson
Mr Chas Tupper
Mr John G. Haggart

AMENDED BY O.C 1269
27 MAY. 1890

AMENDED BY O.C 1332
22 JUNE 1891

AMENDED BY O.C 277
20 FEBRUARY 1892

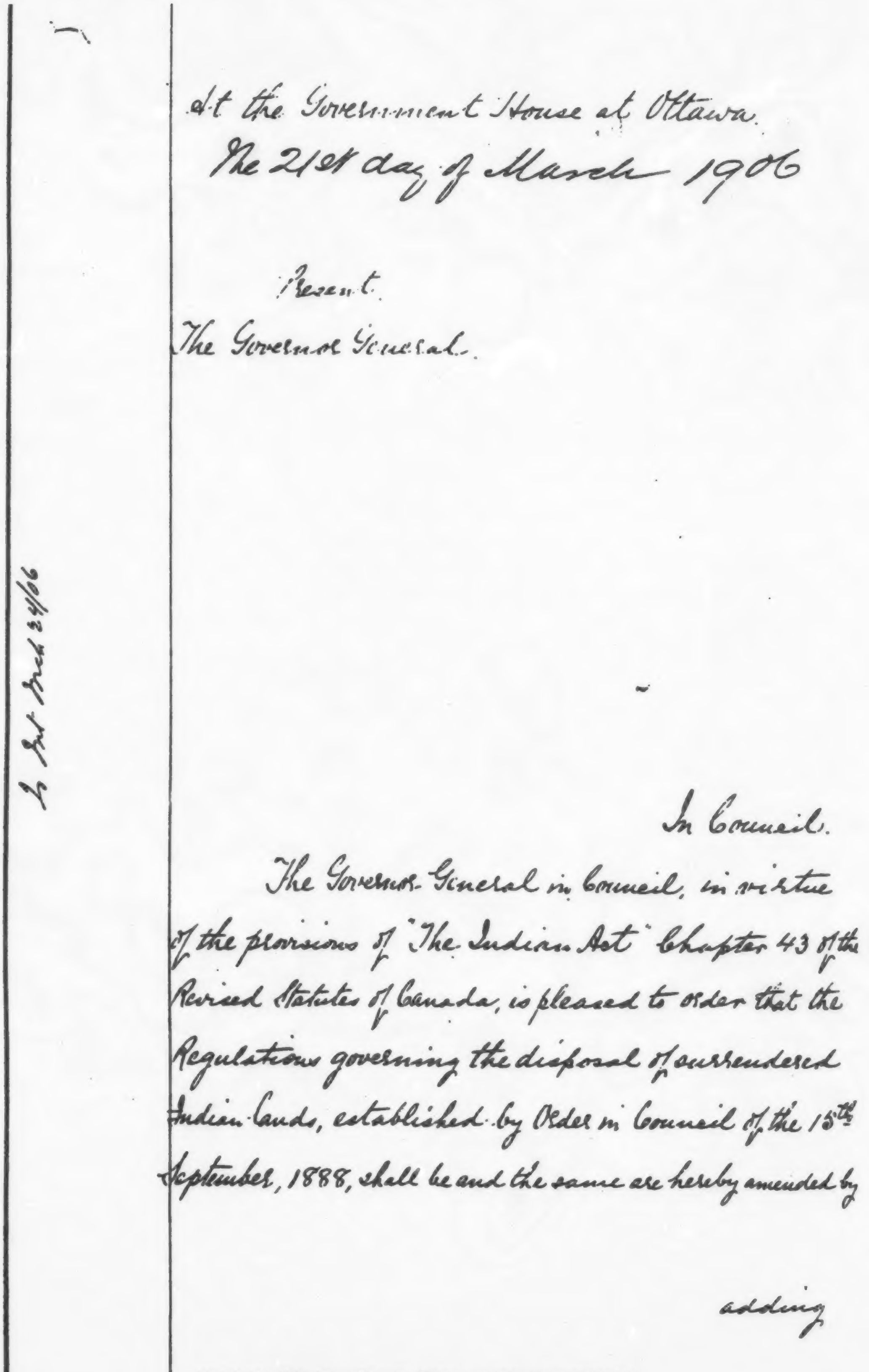
AMENDED BY O.C 1444
15 MAY. 1893.

AMENDED BY O.C 2975
18 NOVEMBER 1893.

In Council

On the recommendation of the Superintendent General of Indian Affairs and under the provisions of the 41st Section of Chapter 43.

Can: Gazette 10 Nov. '88



At the Government House at Ottawa.
The 21st day of March 1906

Present.
The Governor General.

G Int Mch 24/06

In Council.

The Governor General in Council, in virtue of the provisions of "The Indian Act" Chapter 43 of the Revised Statutes of Canada, is pleased to order that the Regulations governing the disposal of surrendered Indian Lands, established by Order in Council of the 15th September, 1888, shall be and the same are hereby amended by

adding

March 21, 1906 Amendments [RG2, vol. 905; file 1358D (3)] dding the following to Section 1, as already amended, the said Regulations:—

The purchase of a less quantity of land han the maximum above allowed may subsequently equire the remaining quantity from any available ands situate within a distance of two miles from the and first acquired, provided, however, that if two or ore parcels are so subsequently acquired they must e contiguous or side by side.

—Wilfrid Laurier

Approved
Grey
Mar 21 06

RG10, vol 1127, C-9006

Letter poor copy - recorded here:

Ottawa, 18th December, 1906

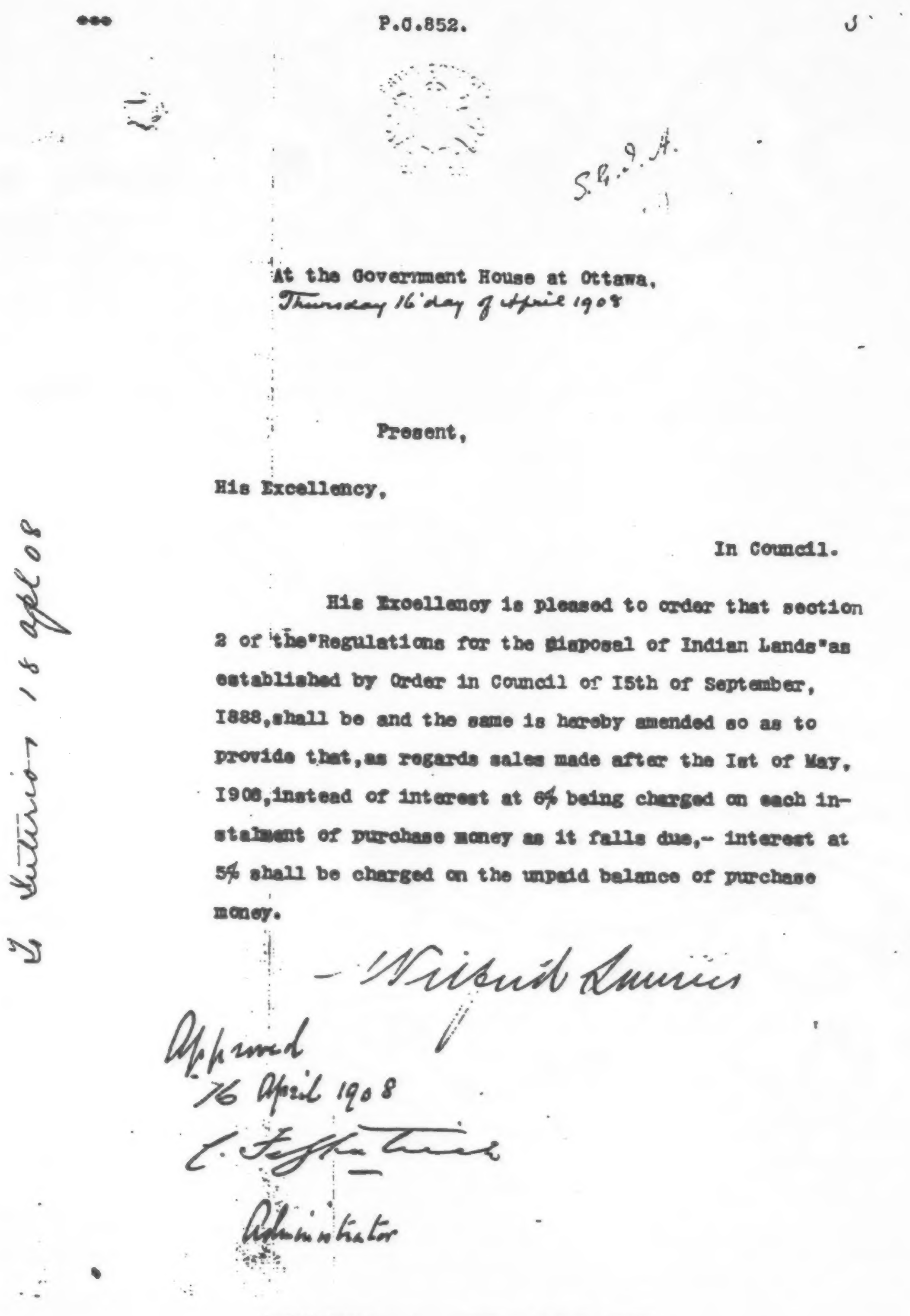
His Excellency the Governor General in Council:

The undersigned begs to state that under the provisions of Section 2 of the Land Regulations of the Department of Indian Affairs (as established by Order in Council of 15th September, 1888) Indian lands when purchased from the Department must be paid for one-fifth cash and the balance in four equal annual consecutive instalments, with interest at six per cent.

It is considered, however, by the Department that, in so far as Indian lands in Manitoba, Alberta and Saskatchewan are concerned, that possibly by extending the time for payment larger prices could be obtained for lands when being sold.

The undersigned would therefore recommend that the Superintendent General be authorized, at his discretion, to make dispositon of Indian land in the Provinces of Manitoba, Alberta, and Saskatchewan subject to payment of not less than one-tenth of the purchase money at date of sale and the balance in nine equal consecutive instalments with interest at five percent on each instalment from date of sale to date of payment.

Signed, Frank Oliver



P.C.852.

S.G.I.A.

At the Government House at Ottawa,
Thursday 16 day of April 1908

Present,

His Excellency,

In Council.

Interior 18 Apl 08

His Excellency is pleased to order that section 2 of the "Regulations for the disposal of Indian Lands" as established by Order in Council of 15th of September, 1888, shall be and the same is hereby amended so as to provide that, as regards sales made after the 1st of May, 1908, instead of interest at 6% being charged on each instalment of purchase money as it falls due,- interest at 5% shall be charged on the unpaid balance of purchase money.

Wilfrid Laurier

Approved
16 April 1908
C. Fitzpatrick
Administrator

April 16, 1908 Amendments [RG2, vol. 948, file 1868D]

10

- - -

P. C. 114.

To Interior 24 Jany 1910
Ind A. 24 "

On a Memorandum dated 1st December, 1909, from the Superintendent General of Indian Affairs, stating that in the past it has been the usage of the Department of Indian Affairs acting under regulations approved by the Governor in Council to dispose of Indian Lands on the instalment plan, usually requiring a first cash payment of one tenth of the purchase price and the balance in nine equal annual instalments with interest at 5%. It has also been the practice of the Department, without any statutory or otherwise approved regulations, to credit to the Capital account of the Indian owners of the land the interest on the deferred payments as well as the instalments of the purchase price. The practice was adopted in the early days when the only land for sale was in the Eastern parts of Canada where the Indians had already made considerable advance toward self-support. The prices for which the land was then sold were small and it was at that time good policy to strengthen the capital funds of the Tribes in Order that the annual income might be stable and sufficient for all requirements. The Department of Indian Affairs has carried this principle into its land transactions in the Western Provinces, but it now seems necessary, owing to the special needs of the Indians in this portion of the Dominion to amend the practice. In a number of cases when land was surrended by the Indians of the Provinces of Saskatchewan

and

Jan. 24, 1910 Amendments [RG2, vol. 986, file 1126] and Alberta the officers acting for the Department of Indian Affairs understood that the whole of the interest, both that upon deferred land payments and that accruing from deposits with the Government would be available for current expenditure, and, based upon this understanding, they made certain promises to the Indians. In several instances so great has been the dissatisfaction of the Indians at the smallness of the interest available that the Department has been constrained to obtain the authority of the Governor in Council to place to the credit of the current account the interest on the deferred payments. It would seem that the advancement of the Indians in the newer provinces would be promoted by allowing all the interest accruing on Indian funds to be treated as interest and to become available for general expenditure. The price at which the Indian land is being now sold is higher than in the early days of settlement in Canada, so that considerable capital is ensured to the descendants of the present Indians. Moreover, there exists the necessity for funds for immediate expenditure for farming operations on Indian Reserves in Saskatchewan and Alberta and by utilizing available Indian funds parliamentary appropriation will be reasonably curtailed. Many of these purchases and contemplated improvements are of such a nature that they will add to the value of the Indians' estates and greatly advance their present condition and benefit their posterity.

The Minister, therefore, recommends that in future the interest on deferred Indian land payments

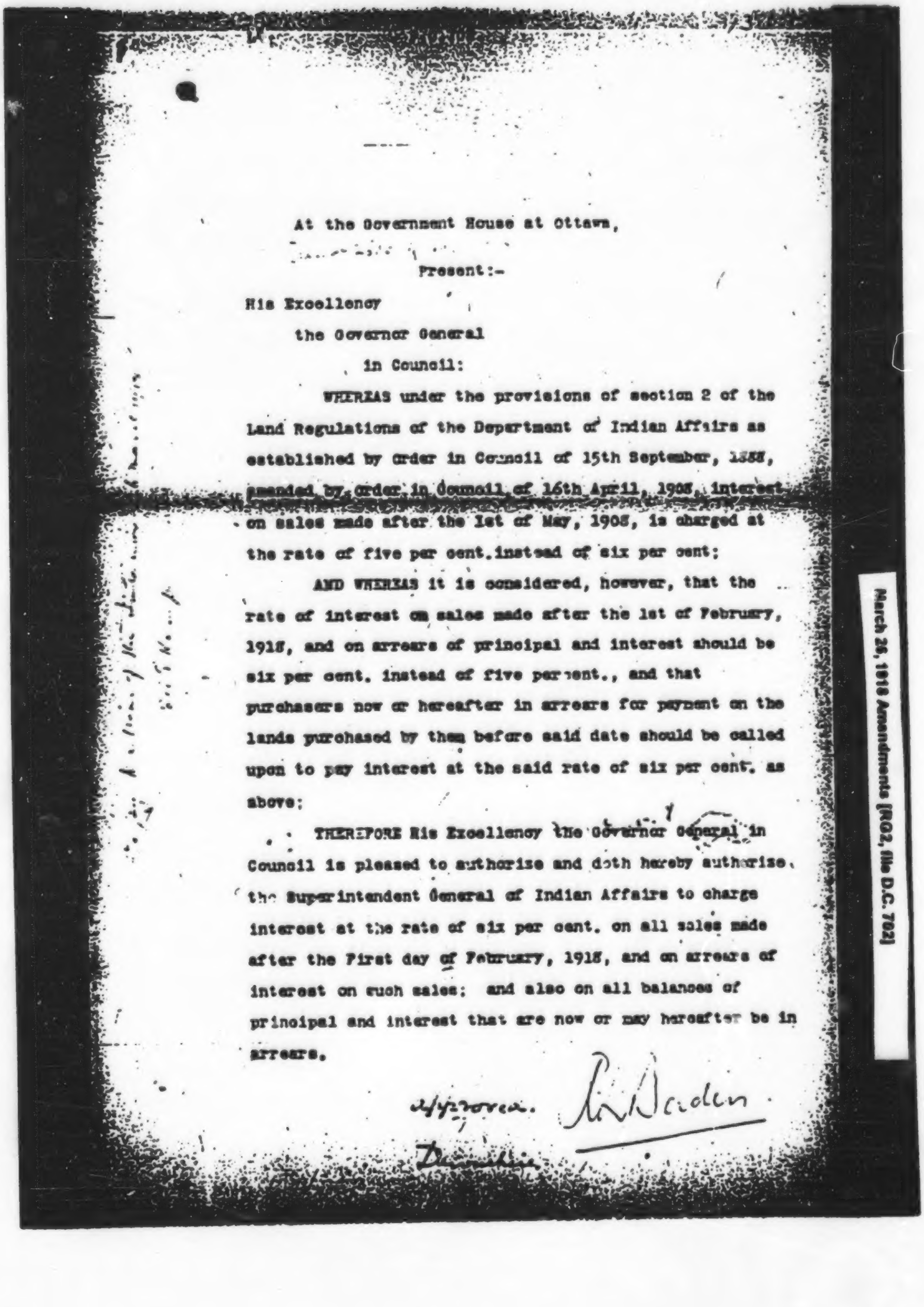
114 10

throughout the Dominion be credited to the Interest Account of the Indian owners and that this regulation may be made retroactive in cases where it seems beneficial to do so.

The Committee submit the same for approval.

Wilfrid Laurier

approved
Grey
Jan 24/10



At the Government House at Ottawa,

Present:-

His Excellency
the Governor General
in Council:

WHEREAS under the provisions of section 2 of the Land Regulations of the Department of Indian Affairs as established by order in Council of 15th September, 1888, amended by order in Council of 16th April, 1908, interest on sales made after the 1st of May, 1908, is charged at the rate of five per cent. instead of six per cent;

AND WHEREAS it is considered, however, that the rate of interest on sales made after the 1st of February, 1918, and on arrears of principal and interest should be six per cent. instead of five per cent., and that purchasers now or hereafter in arrears for payment on the lands purchased by them before said date should be called upon to pay interest at the said rate of six per cent. as above;

THEREFORE His Excellency the Governor General in Council is pleased to authorize and doth hereby authorize the Superintendent General of Indian Affairs to charge interest at the rate of six per cent. on all sales made after the First day of February, 1918, and on arrears of interest on such sales; and also on all balances of principal and interest that are now or may hereafter be in arrears.

Approved. RL Borden

Devonshire

March 26, 1918 Amendments [RG2, file D.C. 702]

COPY.

File 102,986,

Department of Indian Affairs,
Ottawa, 14th February, 1913.

Sir:-

I have to inform you that it is the intention of this Department acting under proper authority to close the Indian Trust Fund Account, called the Indian Land Management Fund, and distribute the funds at present in the account pro rata to the Trust Accounts of the Indian Bands who contributed thereto. The system of levying a contribution of 10% upon the revenue arising from the sale of lands and timber wherewith to form a fund to which the expenses of the management of the estate could be charged, was begun when the Indian Department was administered by the Imperial Authorities, when the Governor of the Province was Superintendent General of Indian Affairs.

The Imperial Government had signified their intention of handing over the management of Indian Affairs with its expenses to the Province of Canada, and the cost of management was to be met by the adoption of this plan. In all probability the scheme was authorized by the Governor, as Superintendent General. The account was opened on the 1st of April, 1857. No Order in Council seems to have been passed setting the rate to be deducted. The Dominion Archivist reports that a careful search of these records of the Privy Council now deposited in the Archives has failed to disclose any such Order in Council.

The Royal Commission which investigated Indian Affairs, and reported in the year 1858, dealt with the establishment of the

E. L. Newcombe, Esqr., C.M.G., K.C., LL.D.,
Deputy Minister of Justice,
Ottawa, Ont.

Correspondence Feb.-Oct. 1913 re: Land Management Fund
[RG10, vol. 2488, file 102,986]

the fund and recommended its continuance. By Order in Council of the 18th January, 1861, the Indian Funds in the hands of the Receiver General on the 31st December, 1860, were assumed by the Province. On September 24th, 1861, His Excellency in Council approved of a memorandum of the Auditor of Public Accounts, adopted by the Board of Audit, in which Management Fund is mentioned as follows:-

"The present Management Fund to be retained to the end "of the year, as one of the subsidiary accounts, for the purpose "of ascertaining how far it meets those expenses, the same expen"ses to be charged against it as heretofore."

The Statutes relating to Indians make no mention of the administration of Indian Funds, until the year 1868, when the Act of that year contains the following Section:-

" The Governor in Council may, subject to the provisions "of this Act, direct how and in what manner, and by whom the moneys "arising from sales of Indian Lands, and from the property held or "to be held in trust for the Indians, or from any timber thereon, "or from any other source for the benefit of Indians, shall be in"vested from time to time, and how the payments or assistance to "which the Indians may be entitled shall be made or given, and may "provide for the general management of such lands, moneys and pro"perty, and direct what percentage or proportion thereof shall be "set apart from time to time, to cover the cost of and attendant "upon such management under the provisions of this Act, and for the "construction or repair of roads passing through such lands, and by "way of contribution to schools frequented by such Indians." No Order in Council has been passed under the authority of this Section directing what percentage or proportion thereof shall be set apart from time to time to cover the cost of and attendant upon such management under the provisions of the Act.

As

As the Management Fund was not completely self-supporting it was thought good policy not to carry on this method of paying the expenses of administration. Parliament at its last Session provided funds to meet the expenditure previously charged to the Fund, so that the account has at present no function to perform.

It is proposed to distribute pro rata on some equitable basis the funds remaining in the account to the Indian Bands who contributed. I have to ask whether in your opinion the Department will require an Order in Council or other authority for the proposed distribution of the fund and a discontinuance of the percentage collections.

Your obedient servant,

(Signed) Frank Pedley,

Deputy Supt. General
of Indian Affairs.

P. File 102,986.

Ottawa, March 28th, 1913.

Please address reply to

Deputy Minister of Justice.

247-13.

Sir:-

Replying to your letter of the 14th ultimo, in which you request to be advised whether your Department will require any, and what authority for the proposed distribution of the Indian Land Management Fund and a discontinuance of the percentage collections hitherto made towards that fund, I have the honour to say that I have seen Mr. Scott, the Chief Accountant of your Department with reference to the matter and I understand from him that it is proposed to have an Order in Council passed on the joint report of the Deputy Superintendant General of Indian Affairs and the Deputy Minister of Finance with the concurrence of the Auditor General. This Order in Council will state briefly the position of the fund and the proposed method of distribution.

I understand that you consider a distinction should be made between the Indians contributing to the fund at the time of Confederation, in the Province then forming the union, and the Indians in the West who have since contributed to the fund, that in as much as the larger part of the benefit derived from the fund has been obtained by the Indians in the Eastern Provinces, a return in full of their contributions should be made to the Indians in the West, and the balance distributed pro rata to the Indian Bands in the Eastern Provinces.

I see no objections from the legal point of view, to the proposed arrangement and think it highly desirable if only as a matter of record, that the Order in Council should set out the facts

The Deputy Superintendent,

Department of Indian Affairs,

Ottawa.

facts and manner of the proposed distribution.

I have the honour to be,
Sir,
Your obedient servant,

(Signed) E. L. Newcombe,
Deputy Minister of Justice.

7 13

[illegible]

The Committee of the Privy Council having had under consideration the attached Minutes of a Meeting of the Honourable the Treasury Board, dated the Seventeenth day of November 1913, submit the same for approval.

George E. Foster

Approved
Arthur
Nov. 22nd 1913

Treasury Board, held at Ottawa, on the SEVENTEENTH

day of NOVEMBER, *191*3. 261

The Board having had under consideration the various Reports and Memoranda in connection with the following cases, beg to report to His Royal Highness the Governor General in Council, as follows:

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 30th October, 1913.

His Royal Highness
The Governor General in Council -

The undersigned has the honour to submit herewith a joint memorandum from the Auditor General, the Deputy Minister of Finance and the Deputy Superintendent General of Indian Affairs with reference to the Indian Land Management Fund, and to recommend that the plan suggested for the distribution of the Fund be carried out.

W. J. Roche

Superintendent General
of Indian Affairs.

Ottawa, Oct.16th, 1913.

The Superintendent General
Of Indian Affairs -

The undersigned have the honour to report that they have considered the condition of the Indian Land Management Fund.

This account was opened on the 1st of April, 1857. Up to that time the administration expenses of the Indian Department had been borne by the Imperial Government. As they had signified their intention of handing over the management of these affairs to the Province of Canada, the Government of that Province had of necessity to inaugurate a scheme for meeting the expenditure. It was suggested that the Indian estate should be called upon to defray the expenses of management. This principle was approved and ten per cent.was set apart from the funds belonging to the Indians in the hands of the Department and a ten per cent.levy was to be continued on all future payments received for Indian lands and timber. From the Capital so formed and from the revenue arising therefrom the expenses, formerly met by the Imperial Government Grant, were to be defrayed. The fund was not successful in meeting these expenses and was so deficient that in 1892 it was found necessary for Parliment to come to its assistance.

The condition of the fund at that time was fully set forth in an Order of His Excellency the Governor General in Council, dated the 29th September, 1892. The Parliamentary appropriation was continued in aid of the fund during the fiscal year

year 1911-1912 for which year a grant of $10,000.00 was appropriated for this purpose.

At first the fund appertained solely to the Province of Canada. After Confederation contributions from the Provinces of Nova Scotia, New Brunswick and Prince Edward Island were added and later when Indian lands in the portion of Ontario west of Port Arthur, in British Columbia and in the territory now comprised in Saskatchewan and Alberta were sold, the usual percentage from the revenue was credited to the same fund. The only fixed charges on the fund, however, continued to be the salaries of Indian Agents in Ontario and Quebec, together with the expenses of the Agencies and only casual and very limited expenditures for Indian purposes arising in the other Provinces were charged to the account, Parliament having provided annual grants from Consolidated Revenue to meet the administrative expenses in all the Provinces except Ontario and Quebec. A statement of the percentages credited to the fund from the Indian Revenue in the Provinces for the year 1911-1912 and the expenditure charged will show a remarkable discrepancy between revenue and expenditure.

	Percentage Revenue	Expenditure
Ontario and Quebec	9,288.15	35,302.95
New Brunswick	154.86	223.47
Nova Scotia	14.24	14.50
Manitoba	6,191.94	690.78
Saskatchewan, Alberta & North West Territories	21,791.89	2,459.88
British Columbia	10,507.48	670.94
Total -	$47,948.56	$39,362.52

From this statement it will be seen that the revenue from the new Provinces was supporting the expenditure in the older Provinces and that the fund was being built up at the expense of collections from Indians the cost of whose management is paid

from

from public funds. As the fund was unworkable and the principle upon which it was being conducted was not sound, Parliament granted an appropriation to pay the cost of Indian administration in Ontario and Quebec, and since the 1st of April, 1912, the expenses have been charged to this appropriation.

The function of the Indian Land Management Fund has, therefore, ceased and no percentages have been collected since the 1st of April, 1912. There remains, however, the accumulated fund to be disposed of which consists of $94,988.88 at six per cent and $319,906.36 at three per cent, or a total of $414,895,24. As these amounts are not required for the purpose for which they were intended it is proposed to repay them to the accounts from which they were collected and allow them to form part of the Capital Funds of the Bands interested. Careful consideration has been given as to the fairest method to be adopted in making the proposed distribution. The total amount collected from the 1st of April,1857, to the 31st March, 1912, was $798,551.70, as follows:-

Ontario and Quebec	$592,606.69
New Brunswick	4,375.83
Nova Scotia	1,089.58
Manitoba	34,168.76
North West Territories	131,344.44
British Columbia	34,966.40
Total -	$798,551.70

As will be seen by far the larger portion of the fund has been received from Indian property in the Provinces of Ontario and Quebec. The comparative statement previously given between revenue and expenditure will show that the cost of management in the other Provinces charged to the fund has been slight.

It is

It is, therefore, proposed in closing the account to treat it as one appertaining to the Province of Canada (the Provinces of Ontario and Quebec), to repay to the Indian Bands of the other Provinces their contributions in full and to pay the Indian Bands of Ontario and Quebec the remainder.

In future the cost incident to the sale of Indian lands and timber will be charged directly to the Band accounts; the ordinary expenses of administration will be charged to funds provided by Parliament.

The undersigned would, therefore, recommend that the above action be taken.

Attached hereto are copies of correspondence on this subject between the Department of Indian Affairs and the Department of Justice.

J. Fraser

AUDITOR GENERAL.

DEPUTY MINISTER OF FINANCE.

Duncan C Scott

DEPUTY SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS.

APPENDIX D

CLIFFORD SIFTON: INVESTMENTS

Miscellaneous items pertaining to Clifford Sifton's investment, incomplete

See also: Chapter 2, Land and Colonization Companies, particularly Saskatchewan Valley Land Company and the affiliated firms.

See vols. 296, 297, 298, 310 of the Sifton Papers, MG 27, NA.

Sifton stated in a letter to Col. F.J. Clark of Brandon: "I restrict my circle of investments to those which I can keep in touch and to some extent control" (NA, Sifton Papers, MG 27, D II 15, vol. 297, letter of Dec. 2, 1909).

Lawyer: C.A. Masten in Toronto
Financial Agent: John Bain - International Marine Signal Co., with W. H. Housser
Former law partner and associate: A.E. Philp
Other associates:
  D.C. Cameron (Rat Portage Lumber)
  A.W. Fraser, solicitor
  T.A. Burrows, brother-in-law
  J.H. Housser, Massey-Harris Co., and International Signal Marine, Toronto
  F. H. Chrysler, solicitor
  C.B. Piper, Atlas Elevator Co., Grain Exchange, Winnipeg
  A.M. Grenfell, London
  J.G. Turiff, Moose Mountain, Commission of Dominion Lands 1897-1904, under Sifton

After he left Cabinet, Sifton was criticized in 1907/08 for his handling of timber limits and leases. He was accused of securing favourable leases for his brother-in-law, T.A. Burrows. He was also accused of not putting upset prices on timber berths, of not offering sufficient advertising, and of securing favours for friends. (Dafoe 1931, 309-12) Peter Ryan, who worked for the city of Toronto, in the City Registry Office, also worked as an auctioneer for the sale of timber berths. He wrote Sifton in 1908 asking him to intervene with Oliver to procure more work for him, at his rates, but Sifton replied June 13 that this might do Ryan more harm than good. (vol. 297, Sifton Papers) Ryan had been criticized in the House for making more money from auctions than was normally the case, by charging a commission with no upper limit. Ryan may have assisted Sifton and associates in getting timber berths.

In 1909, T.O. Davis, MP from Prince Albert, asked Sifton to intervene with Prime Minister Laurier on a related matter. Oliver had raised the dues from timber limits from $5 to $10, and Davis, citing the hardship to him, to D.C. Cameron (one of Sifton's partners in Rat Portage/Chehalis timber companies), and to Herman Finger (who bought land in several Indian land auctions, and who had a lumber company at The Pas) (vol. 297, Sifton Papers; letters of September 16 and 29, 1909).

Sifton used John Bain, Douglas Cameron, and W.H. Housser as partners in the buying and selling of timber (see Chehalis Lumber Co., below).

Clifford and his father had an interest pre-1897 in White's Brandon Sun Printing and Publishing Co., then the Western Publishing Co., which bought out White's interest in 1897. They acquired the *Manitoba Free Press* in 1898.

In 1901 Masten wrote Sifton about getting a charter for an unidentified company in New Jersey. Masten pointed out that foreigners could be incorporators in this state, and the new corporation could hold the stock for Canadians in real estate, mortgages, or other financial activities. (Letter Masten to Sifton, September 9, 1901; NA, Sifton Papers, MG 27, II D 15, vol. 296)

1904 - He invested heavily in lots in Port Arthur, Ontario - when the GTP terminal was built. (Hall 1985, 2: 28) He worked with A.E. Philp, his former law partner, on this, and it appears that Smart bought land, as well, for he asked Sifton in 1912 to buy it from him at $1700/acre. (Letter Sifton to Philp, July 27, 1912, vol.298)

John Bain, of International Signal Marine Co., seems to have been a primary financial advisor. His letterhead from a letter of April 13, 1910 is from the Commercial Intelligence Branch of His Majesty's Board of Trade. In 1911 Bain asked Sifton to intervene for some civil servants who he feared would lose their jobs, and he also asked Sifton to intervene with his brother Arthur to secure the ratification of some franchises for the Calgary Natural Gas Co. (vol. 297)

Partial review, firms with Canadian natural resource content only
(From NA, MG 27, II D 15, vols. 296, 297, 298, 310)

Bank of Ottawa
Sifton held 451 shares, his wife, 91

British Empire Agency Ltd.
Based in London
Sifton bought the majority of shares from Arthur Morton Grenfell in 1912. We know he had previous dealings with Grenfell because in 1908 there was an exchange of letters between him and Walter Scott, then premier of Saskatchewan, concerning a private offer from Grenfell and his company to purchase Saskatchewan government bonds. Sifton and Bain were intermediaries, and Scott backed out of the deal when Bain spoke publicly about his role in "negotiating" for Saskatchewan. (NA, MG 27, Sifton investment papers, vol. 297, correspondence of Walter Scott, July - October 1908)
Attracted British capital for Canadian and other colonial land investments; acted as an immigration agency; land investments.
Affiliated with British Empire Trust Co., which was managed by John Davidson, London.
Legal counsel was the Blake, Lash, Anglin, and Cassels firm of Toronto.
Acted as trustee (holding funds for) or registrar for (partial list):

- CNOR
- Qu'Appelle, Long Lake, and Saskatchewan Railroad and Steamboat Co.
- Canadian Northern Pacific Railway
- Canadian Western Natural Gas, Light, Heat, and Power Co., Ltd.
- Columbia River Lumber Company
- Canadian Western Lumber Co.

In the 1920s, it had extensive listings of western lands, including some former Indian lands (Broadview sales).
One of securities was Canadian Northern Prairie Lands Co., Ltd., which was formed in 1904 to buy

500,000 acres of CNOR land at $3/acre in order to sell to settlers at 6%. The Directors included D.B. Hanna and Col. A.D. Davidson. CNOR controlled stock, then resold them in England (Regehr 1976, 229-31). In 1912 Sifton transferred his shares to British Empire Trust (vol. 298). The Canadian Western Lumber Co. and the Columbia River Lumber Co. were headed by Col. A.D. Davidson, with A.D. McRae, Mackenzie and Mann, and D.B. Hanna. They were under this umbrella.

Canada North West Land Co. (subsidiary of CPR)
Sifton invested in this company in 1902 (Hall 1985. 2: 28).

Canadian Farmer (newspaper for Galicians)
Sifton was an investor, and it seems to have been connected to the *Free Press.* In 1907 Sifton solicited help from Frank Oliver, who was thinking of starting a rival publication. Oliver wanted control of the newspaper. Other investors included Dr. E.L. Cash, A.J. Adamson, J.O. Smith, T.A. Burrows, Dr. McIntyre, S.J. Jackson (Letter, John Appleton to Sifton, Sept. 26, 1907, vol. 296).

Canadian Investment and Brokerage Co.
Formed in 1902, C.A. Masten was president, while Sifton was a major shareholder with A.P. Collier, his private secretary. This was a loan company, and the presidency was soon transferred to Sifton. In 1905 it became the Canadian Assets and Brokerage Co. (Hall 1985, 2: 26).

Canadian Guaranty Trust Company
Alex C. Fraser was President of this company. Sifton had 100 shares in 1917.
The majority of shareholders were from southern Manitoba and its head office was in Brandon, with a branch in Swift Current. R.M. Matheson, S.S. Simpson, J.H. Ross, and George Brown were among co-investors.

Canadian Northern Land Company
This was a vehicle for Sifton to invest in land which began in 1904. C.A. Masten was a shareholder, as were F.H. Chrysler and Charles Bethune. Its head office was located in Regina, and it is not clear if Sifton was an investor or whether he directed the operations through Masten.

Canadian Northern Prairie Lands Co. See British Empire Agency, above.

Canadian Western Natural Gas, Light, Heat, and Power Company, Ltd. See also British Empire Trust, above.
Sifton and later his sons had apparently a major interest in this multi-functional company, which apparently supplied utilities to Calgary for many years. The British Empire Trust Company apparently had financial control of the company, and when in 1915 R. Home-Payne of the British Empire Agency discussed with Sifton the need for new management of the firm, he noted that both he and Sifton had a lot of money at stake. Masten, Spence and Starr were the legal counsel for the power company (NA, Sifton Papers, MG 27, D II 15, C493).

Chehalis Lumber Co.
Investors included: C.B. Piper (Atlas Elevators, Winnipeg Grain Exchange), John Bain, Ottawa, D.C. Cameron, P.A. Brooks, of Brooks-Scanlon Lumber Co., Minneapolis (one-half), H.B. Housser, W.H. McWilliams (Atlas Elevators), Rat Portage Lumber Company has one third of shares. It was formed c. 1908 to hold and sell timber limits. In 1909 D.C. Cameron transferred 375 shares to Sifton and retained

375 shares for himself. Sifton acquired one quarter of shares.
Incorporated in Manitoba, the majority of its business was in British Columbia.

Sifton and his associates secured timber privileges on Chehalis Creek in 1907, before the company was incorporated. Bain did the bidding on Sifton and Cameron's behalf (see vol. 296).
June 18, 1907, Cameron writes Sifton, ". . . in the meantime you should make provision for taking care of these berths, as they are in my opinion good ones" (vol. 296). According to letters of August 8 and 9, 1907, it appears that there was some partnership with M. Scanlon and George Howe of Minneapolis, the latter being the father in law of A. McRae of Davidson and McRae. Later correspondence reveals that the Brooks Timber Co., run by P.A. Brooks and M. Scanlon of Minneapolis, were co-investors (see NA, Sifton Papers, MG 27, C495, correspondence with J. Davidson).

Milk River Cattle Co.
Co-investor with A.E. Philp and J.D. McGregor; ran a ranch in southern Alberta near the border. It seems possible that James Smart had an interest in this, according to correspondence, but this is speculation. The "Spencer Brothers" from Montana, plus a group of men from North Dakota (William Taylor, John McIntyre, and William Harper) were also involved in the purchase of land and the operations of the ranch; the Spencer brothers were prosecuted by Customs in 1902 for smuggling cattle across the border (NA, Sifton Papers, MG 27, reel 542, p.104061ff).

Saskatchewan Valley Land Company. See Chapter 2, Land and Colonization Companies
Sifton may have invested in the purchase of the Qu'Appelle, Long Lake and Saskatchewan Railway grant lands in 1902.

Saskatchewan Savings and Trust Company
According to Tyler and Wright (1978) the company was owned by the Sifton family c. 1914. No research was done on it.

See Chapter 6, on Ocean Man and Pheasant's Rump. There has been speculation that Sifton had some involvement with James Smart, Frank Pedley, and William J. White in the purchase by tender of these surrendered lands, via A.C. Bedford-Jones:

The original purchasers of the land by tender did not hold the land long. Beaumont, Marsh, and McKenzie assigned their lands to Bedford-Jones, who sold most, but not all, of it to Alfred S. Porter and Eugene Case of Minneapolis. Case was the manager of the Canadian American Land Co., and Porter owned the Porter Advertising Company. Case then signed his interest over to Porter, who raised money in partnership with C.A. Diehl and ten or eleven other men. They attempted to find buyers at $4.50-$7/acre. (*Northwestern Reporter*, vol. 105: 326-49) Bedford-Jones conducted the negotiations, and concluded in the same six months after the purchase by tender. They sold the lands for twice what they paid for them (Tyler and Wright 1978: 224). The land remained in Bedford-Jones' name until it was paid for and title was raised, then Porter and the other purchasers acquired title.

The Conservative firm of Tupper, Phippen, and Tupper of Winnipeg acted for Bedford-Jones in the transaction. A former employee, Alexander Adams, said in a letter to Tyler and Wright on January 17, 1978, and in a interview by phone December 7, 1977, that his firm, via Frank Phippen, actually acted for Sifton, who did not hold the land in his own name. Adams asserted that while Bedford-Jones kept the land in his name, the real owner was Sifton. This was done precisely because Sifton was in political office. Sifton kept land in other names too, Adams said, but he was unable to recall which names they were. (This was, of course, his personal opinion; there is no corroborating evidence.)

Bedford-Jones held some of the land until 1906, when it was paid for and patented in his name before it was sold again. Tupper, Phippen, and Tupper paid some of the payments, quite possibly acting for Sifton. Some of the title were transferred to Porter, and then back to Bedford- Jones. Porter also had some land returned to his hands in the second transfer of title, and the titles were delivered to either Tupper, Phippen, and Tupper, or to the firm who later represented Sifton, according to Adams, Munson, Allan and Co. The latter firm acted as solicitors for CNOR, and one of their partners at one time was David Laird's son-in-law.

APPENDIX E

MEDIA COVERAGE OF FERGUSON REPORTS, 1913-15

In May 1913 the Conservative government under R.L. Borden appointed Thomas Roberts Ferguson as a Royal Commissioner to investigate abuses in the administration of natural resources in the Liberal era. Ferguson, a lawyer from Winnipeg, was asked to investigate the sale, lease, grant, exchange or disposition of Dominion lands, timber, minerals and water since July 1, 1896. Ferguson began to release some preliminary results within months, inciting some fear from both Clifford Sifton and Frank Pedley. Pedley resigned as DSGIA on October 11, 1913, which was accepted "without prejudice" to any legal action which might be taken against him. Some of the press coverage surrounding his resignation is included below. Pedley was named in two "scandals" when the report was released, the sale of Moose Mountain lands and the Blood grazing leases, but was never prosecuted. Sifton escaped unscathed; may of his associates, especially in the timber business, were named, but his involvement was not explored. J.D. McGregor, his partner in the Milk River Cattle Company, was named in some controversies, as were Adamson and Turiff. Frank Oliver was attacked on two matters, one concerning railway patronage and his newspaper, and the other pertaining to his acquisition of Indian lands in the Michael land sales.

Ferguson went about his work by examining internal files and conducting interviews with key people. In April 1915 a series of reports were tabled in the House, resulting in a lengthy debate. The debate, much of which describes the allegations in the reports, has of course been retained, but the reports themselves, and the supplementary interviews and files, have not been located. The reports included:

"Timber Berths 550 and 528, Howard Douglas, R.E.A. Leach, D.J. McDonald, and others."

"The Kananaskis Coal Company, Howard Douglas, George Hunter, Walter Garrett, and others."

"Blood Indian Reserve and Frank Pedley."

"Southern Alberta Land Company, Ltd., and Grand Forks Cattle Company,
J.D. McGregor, Arthur Hotcake, and others."

"The Bulletin Company, Limited, the Honourable Frank Oliver, and the Grand Trunk Pacific Railway Company."

"Aloin Irrigation Tract, E.A. Robert, and J.D. McGregor."

"Timber Berths 1107 and 1108, W.H. Nolan, A.W. Fraser, and J.G. Turiff."

"Grazing Ranch No. 2422, J.G. Turiff, A.J. Adamson, and J.D. McGregor."

"Craven Dam, Walter Scott, Lieutenant-Governor Brown, and J.G. Turiff."

The media coverage, in which the major newspapers ran essentially the same stories, summarized the content of the reports. Some of those articles are reproduced below.

EXTRACTS

Media Coverage: Ferguson Commission Findings, 1913-1915

Ottawa Evening Journal, September 15, 1913

"Graft Revelations May Lead to Dismissal of Government Employees"
Startling disclosures enquiry as to natural resources charges of maladministration are so serious that prosecution in courts may - follow report covers long period.

Revelations of a startling character are understood to be a contained in an interim report made by Mr. T.R. Ferguson, K.C. who was appointed about 6 months ago to probe administration and disposal of the natural resources of the Dominion since the accession of the Liberal to Power in 1896.

While the report made by Mr. Ferguson is necessarily of a private character, and no official pronouncement as to its contents can yet be obtained. The Journal learns from an authoritative source that it brings to light evidence of graft in the disposal of valuable lands and resources which directly implicates several well known government officials who are in the Interior Department.

So serious are these charges it is said that the officials concerned may not only be immediately dismissed from office but are also liable to prosecution from the courts.

No action it is learned, will be taken until the return from the West of Honourable Dr. Roche, Minister of Interior, when it is expected that officials will be summarily discharged, and revelations of a sensational character made public.

Toronto Daily News, October 13, 1913

"Head of Indian Affairs Resigns Rich Ottawa Post"
Mr. Frank Pedley no longer in civil service following probe into conduct of his department -
Mr. Duncan Campbell Scott, Poet and Author, named as his successor.

As a result of the inquiry of T.R. Ferguson, K.C., into the alienation of the public domain under the Laurier regime, Frank Pedley, who has been superintendent of Indian Affairs since 1902, handed in his resignation on Saturday. His resignation was at once accepted and Duncan Campbell Scott, the well-known Canadian poet and author, who has been connected with the department since 1893, and has a splendid record for integrity and ability, has been appointed in his place.

No surprise to Ottawa. The announcement did not come as a surprise to Ottawa, as it has been common knowledge in the capital that the preliminary report submitted by Mr. Ferguson involved Mr. Pedley in some serious rake-ups in connection with the administration of Indian lands in the West. It is expected that there will be several other resignations and possibly some prosecutions. The evidence in the Pedley case has been placed in the hands of the Justice Department and whether there are sufficient grounds for prosecution had not been decided to-day.

While the report of Mr. Ferguson has not yet been made public owing to the fact that there is another official involved whose case has not yet been investigated, it is understood on the highest authority that the evidence taken by Mr. Ferguson sowed that Mr. Pedley trafficked in grazing leases on Indian lands.

Foresee more revelations. This report of Mr. Ferguson's is but a preliminary one and it is expected that there will be still further startling revelations of Liberal graft before he completes his inquiry. Mr. Ferguson is at present in Saskatchewan investigating some deals in which it is alleged J.G.Turiff, M.P., is involved.

Mr. Pedley, who has resigned, is a native of Newfoundland, but to came to Canada when eight year of age. He was educated at Cobourg Collegiate Institute and McGill University and practised law in Toronto form 1890-1897, when has was made superintendent of immigration for Canada, organizing the system of immigration at present in operation in Canada. He was transferred to the Indian Department in 1902, being made deputy superintendent of Indian Affairs, a position he has held until his resignation on Saturday.

Mr. Scott man for the job. The anxiety of the government to re-organize the Indian Department and to place it on a better basis is shown by the appointment of Duncan Campbell Scott as Mr. Pedley's successor. Mr. Scott, in addition to being one of Canada's best known writers, has been a member of the Civil service since 1879, and since 1893 has been chief accountant of the Indian Department and has the necessary knowledge and sympathy which is required for the successful conduct of the important branch.

Mr. Scott is one of Canada's leading literary lights and is the author of some excellent poetry. His chief poetical volumes are the Magic House and Labor and the Angels. His was joint editor with Dr. Pelham Edgar of the Makes of Canada series and wrote the Life of Simcoe in that series. He is the author of numerous short stories and poems in Canadian and American magazines.

***Mail and Empire*, April 12, 1915**

"Traffic Revealed in Federal Lands"
Hundred of Homesteads given away during Oliver regime Fraudulent Entries.
Commissioner T.R. Ferguson, of Winnipeg, Reports Findings.

Grave irregularities in the administration of Dominion lands under Honourable Frank Oliver are disclosed in reports brought down in the House of Saturday. The reports contain the findings of T.R. Ferguson, of Winnipeg, in two cases which were investigated by him as special commissioner to enquire into the alienation of Dominion lands by the Laurier Government.

The commissioner finds charges proven against Robert A. Cruise, Liberal M.P. for Dauphin, Manitoba, and W.A. Davis, a forest ranger, in one case, and he finds in another that Frank Pedley, of Ottawa, former Deputy Superintendent of Indian Affairs, was personally interested while still in that capacity, in a grazing lease on the Blood reserve, situated near McLeod, Alberta.

In 1906, during the Oliver regime, the boundaries of the Riding Mountain forest reserve, in Manitoba, were definitely determined, and it was decided the squatters on lands within the new boundaries should be moved to other homesteads. The commissioner finds that the work of supervising this removal was entrusted to W.A. Davis, forest ranger, and that a large number of the new homesteads were given away of fraudulent entries with his approval.

Mr. Ferguson finds that one of these entries, for the South-east quarter, section 32 [sic], township 23, range 19, west of the first meridian, was made by Robert A. Cruise, now member for Dauphin, who has represented himself as a squatter. Davis, it is found, gave away hundreds of quarter-sections to his friends.

The charge against Cruise was that at this time, June 1907, he had not been a squatter, Mr. Ferguson finds this charge proven. In order to patent it, it was necessary for him to be the owner of 20 head of cattle. He had only 13. Ferguson finds that he made a fictitious bargain with a squatter in his vicinity for the transfer of seven heads of cattle, the consideration being a promissory note, and the cattle being returned and note restored after the patent obtained. The report states that Cruise was not the bona fide owner of these cattle and that the patent was obtained on an improper representation of the facts, made in writing.

Had minister's approval. Davis in his examination by Ferguson, it is stated, admitted that Cruise was not a squatter. Cruise himself admitted never having lived on the land, but he and four other men has erected the walls of a log shanty, which had remained without a roof.

The report shows the absolute authority was given to Davis by Honourable Frank Oliver, who, in October 1907, instructed Oliver Herchmer, the Dauphin land agent, to "give entry of odd numbered sections in township 23, range 27, on orders of W.A. Davis, if declared available by head office."

Davis, it is found, had two assistants in his operations, Albert McLeod and Sam Cohen, both at that time employees of the department. Hundreds of entries were allowed, from 60 per cent to 80 per cent of them being fraudulent. Davis' own evidence was that 40 per cent of them were bona-fide, but Herchmer had testified that only 20 per cent were bona-fide. The latter official had given Mr. Ferguson a partial list of entries amounting to 307.

The evidence quoted in the report contains a remarkable frank story by Davis himself. He used typewritten forms, which were taken around by this assistants to their friends, filled in, and then he signed them. McLeod, it was stated, "made himself quite slick and nice" to his friends in this way. Davis explained that he signed these orders "for the sake of the party,". Cohen, he said, "was a rattling good worker and he would let no opportunity slide if he could benefit the party."

Attention is drawn in the report to the fact that Mr. Oliver retained the man, Davis, in the employ of his department after the unreliability of his reports had become known in the department.

In June 1903, Mr. Fitzroy Dixon, a departmental official recommended against extending the powers of Davis because his reports were not reliable. In order to have his work looked into, the department delegated Mr. R.E.A. Leech [sic], of "Thin Red Line" fame, to investigate. Leech reported that everything was all right. The officials of the department were not satisfied. Leech investigated again and reported that Davis had done "the right thing".

Traffic in Grazing Rights. The second report, dealing with the grazing privileges on the Blood Reserve, states that in 1903 a number of applications for these privileges were made. Among the names on the department file is that of J.F. McLaughlin, of Toronto with whom was associated Mr. Charles Miller, barrister, of Toronto. A cattle company formed this case, it is stated, and a foreman engaged.

Another application was put in by the Ottawa law firm of Latchford McDougall and Daly on behalf on Donald McEwen, but, really, it is alleged, on behalf of Mr. Peter Ryan of Toronto. The report states that one sixth interest in grazing privilege was assigned by Mr. Ryan to Mr. Pedley, and was held in trust for Pedley by Mr. A.C. Bedford Jones, a Toronto barrister, for four years. It was then sold to Mr. Charles Millar for a thousand dollars, the money being paid to Mr. Pedley, less one hundred dollars for the legal expenses. Mr. Ferguson finds that there is on the departmental files an agreement dated December, 1903, between Peter Ryan and Donald McEwen on the one hand and Messrs. Gordon, Ironsides and Fares, of Winnipeg, on the other, the latter firm agreeing to stock the reserve for ten years (this life of the lease.)

After certain details were carried out, the shares of the parties were to be divided forty per cent of the profits going to Ryan and McEwen and sixty to Gordon, Ironsides and Fares. The report states that Pedley denied that Jones had acted as his trustee. Mr. Pedley and Mr. Ryan, in their examinations, contradicted one another on material points, but Mr. Ryan it is stated, admitted being the owner of the lease. These reports brought down on Saturday are the first of a series. Mr. Ferguson was appointed in June 1913 to investigate the alienation of the public domain and public resources under the late Administration and the coming reports are said to contain very startling revelations.

***Toronto Daily News*, April 12, 1915**

"Homesteads Given Out on Fraudulent Applications: Pretty State of Affairs under Liberal Regime just Brought to Light; Mr. Pedley Deals Himself one hand; It Was a Good One Interested in Reserve Grazing Privileges."

Part of the report of Mr. T.R. Ferguson, K.C., who was appointed by the Governor to investigate the alienation of the public domain in Western Canada under the administration of the Liberals, was laid on the table of the House Saturday afternoon. The report deals only with the grazing lease on the Blood Indian Reserve, and with the allocating of homesteads in the Dauphin district the time Honourable Frank Oliver was Minister of the Interior.

One Liberal member of Parliament, Mr. Robert Cruise, member of Dauphin, is seriously involved by the report, while Honourable Frank Oliver, that sturdy tribune of the people, who only this week accused the Government of trying to steal the election through giving the soldiers votes, is placed in a most unenviable position. Homesteads were granted wholesale in the Dauphin district to fiends of the Liberals by fraudulent means. Mr. Fitzroy [sic], Assistant Land Commissioner, drew the attention of the Minister of what was going on and expressed suspicion of the operations of one, W.A. Davis, Chief Forest Ranger for the Riding Mountains at the time. Mr. Oliver delegated R.E.A. Leach, of "thin red line" fame, to investigate. He reported that everything was all right.

It is stated that the member for Dauphin represented himself as a "squatter" on the southeast quarter of Section 22, Township 23, Range 19, and which forms part of the Riding Mountain Reserve in the Dauphin district. The evidence shows conclusively that Mr. Cruise was not a "squatter" and that he obtained his homestead by fraud, and with the connivance of Mr. Davis, Chief Forest Ranger.

Cruise, in his evidence, admits that he never lived on the land in question, that his home was miles away, and that for years prior to, and subsequent to 1907, he had lived on the same farm, which is near Dauphin.

Davis, in his evidence, also stated that Cruise was not a "squatter" and not entitled to file on his homestead.

The Commissioner also finds that Mr. Cruise was not the owner of all the cattle mentioned in the memorandum filed on his behalf, and that he obtained his patent on an "improper representation" of the facts.

The ownership of at least twenty head of cattle was necessary in order to qualify for a patent, and Mr. Cruise only owned thirteen at the time. He effected a deal with a neighbour who owned seven head cattle, and gave a promissory note for them. Both the cattle and note were returned after they had served the fraudulent purpose of the member for Dauphin. The residence [sic] shows that Mr. Oliver, during one of his visits to Dauphin, gave Mr. Herchmer, the Dominion Lands Agent at the point, instructions to grant whatever applications were signed by Davis, so long as the "head office" stated that they were available.

Mr. Herchmer, in his evidence, stated that he knew that many of the applications sent in by Davis were fraudulent, but said that he had no option but to grant them.

Mr. Davis also frankly admitted that he knew that hundreds of the applications sent in by him were fraudulent, and that he allowed himself to be "used for the benefit of the party" in this matter. Mr Davis has a couple of assistants in Albert McLeod and Sam Cohen. In order to facilitate the work of Mssrs. McLeod and Cohen, who were described by Mr. Davis as being "very slick and capable workers," he signed a number of applications in blank and handed them over to his understudies.

Davis swore that he knew that both McLeod and Cohen were sending in applications of men who were not squatters at all, and who had no shadow claim or right to these homesteads. Still, for the good of the party, he let them continue their work.

Incredible as it may seem, Mr. Davis, when examined as to what percentage of the recommendations made for homestead entries were bona fide, stated that about sixty per cent of them in his opinion were fraudulent. Mr Herchmer, at that time Dominion Lands agent at Dauphin, estimated the fraudulent entries as high as eighty per cent of the total.

An idea of the magnitude of these frauds is obtained when it is borne in min that literally hundreds of these applications were turned in.

If the alleged squatter was a Liberal, or if three musketeers of Dauphin thought that a party benefit could be derived from the transaction, he got the homestead. The party test was apparently the only test applied.

Mr Ferguson points out that notwithstanding the fact the Minister's attention had been drawn by one of the official of his department to the suspicious work of Davis his services were sustained by Mr. Oliver for several years, and, in fact, until the Government was changed.

Mr. R.E.A. Leach was delegated by the department to investigate the work of Davis, and he reported that he found everything all right. The department official whose suspicions had been aroused in the first place, was not satisfied with Mr. Leach's first report, and he had him go a second time and look into the matter. Mr. Leach again found that Mr. Davis had done the right thing, although the evidence must have been before them of the fraudulent character of a large majority of these squatters' applications.

After Leach's second report, Mr. Fitzroy Dixon, assistant Commissioner of Dominion lands, the official whose suspicions had been aroused, evidently came to the conclusion that it was useless for him to go to any further lengths in the matter.

The second division of Commissioner Ferguson's volume has to do with the grazing privileges on the Blood Indian Reserve near McLeod, Alberta, and the connection therewith of Mr. Frank Pedley, who, at the time of the transaction in question was engineered, occupied the important position of Deputy Superintendent General of Indian Affairs. The essential facts of the case briefly stated are as follows: In the year 1903, several applications were made for the grazing purposes [sic] on the Blood Reserve, on the applications on file in the department was made in December, 1902, by J.F. McLaughlin, of Toronto, who had associated him with Charles Miller, barrister, Toronto. This application was pressed, and it is cleared from the evidence that they interviewed Pedley in connection with it, and had reason to be hopeful that it would be granted. They organized a cattle company and engaged a foreman to look after their interests.

However, Mr. Pedley has other plans. An application was made in April, 1903, on behalf of Donald McEwen, by a firm of Ottawa solicitors. In reality it was made for Mr. Peter Ryan of Toronto.

Mr. Pedley was still Deputy Superintendent General of Indian Affairs, and became, as the evidence conclusively shows, the beneficial owner of a one-sixth interest in the Blood Reserve privilege by virtue of an assignment of the same to him by Peter Ryan.

The sixth per cent interest was apparently held in trust for Mr. Pedley by A.A. Bedford-Jones, a lawyer of Toronto, for a period of four years, when, with the knowledge and approbation of Pedley, it was sold to Charles Miller for the sum of one thousand dollars, which money was paid over to Frank Pedley. Mr Jones retained the sum of one hundred dollars for looking after the legal affairs. The connection of Peter Ryan with the deal is definitely established by various agreements which are in departmental files. One of these agreements dated December, 1902, is between Peter Ryan and Donald McEwen as parties of the first part, and Messrs. Gordon, Ironsides and Fares of Winnipeg, parties of the secont part. The latter firm agreed to stock the reserve for ten years, the life of the lease, and after certain payments and arrangements were carried out the shares of the respective parties in the profits were to divided as follows: Forty per cent, to Ryan and McEwen and sixty per cent, to Messrs. Gordon, Ironsides, and Fares.

The evidence of Mr. Pedley is very contradictory. In the end he admitted having received the thousand dollars which was paid for the one-sixth interest, but refused to admit that Mr. Jones had been acting as trustee for him.

***Toronto Daily News*, April 14, 1915**

"Liberals are Implicated in the Alienation of Western Lands; Got Indian Lands at 'Job Lot' Prices; Three Departmental Officials, Assisted by a Toronto Lawyer, Made Big Profits by Dealing in Moose Mountain Reserve - They Themselves Tendered on Lands."

Three Government officials, one still in the employ of the Department of Interior, are involved in a report made by Mr. T.R. Ferguson. K.C., and laid on the table of the House yesturday. The three men mentioned are James Smart, former Deputy Minister of the Interior; Mr. Frank Pedley, former Superintendent of Indian Affairs, and Mr. W.J. White, at present an inspecting officer of the Immigration Department.

Mr. Ferguson, in his report finds that these three men, while in the employ of the Government, dealt in Indiand lands. They acquired these lands by tender at a time when their positions would naturally give them an advantage in tendering. The property in which they dealt was the land of the Moose Mountain Indian Reserve. The evidence shows that several hundred blank tenders were prepared at Ottawa and taken to Toronto by Messrs. Smart and Pedley, where they were filled in and forwarded back to Ottawa, all but eight or ten being successful. Mr. Ferguson places the profits made by the three men at no less than $84,000.

The report on top of the disclosures already made of maladministration of public domain in the West under the Liberals, bears out to the full the serious charge made by the Conservatives when they were in Opposition, but which the Liberals refused to permit to be investigated. The action of the government to-day in permitting and pressing for the fullest inquiry into the war contracts is in striking contrast of the methods of the two Administrations.

The Commissioner states that while conducting the investigation into the Blood Indian Reserve he learned that Mr. Pedley, at that time Deputy Superintendent General of Indian Affairs, together with Mr. W.J. White, then, and in fact now, in the Government service as an Inspector of Immigration, and Mr. James A. Smart, Deputy Minister of the Interior, had formed a partnership for the purpose of acquiring and selling, and did acquire and sell, portions of certain Indian Reserves, which were offered for sale by the Government by tender at a time when all these three gentlemen were occupying positions in the service of the Dominion Government. The sworn evidence of the three accused substantiates beyond all doubt the truth of the charges.

Mr. A.C. Bedford-Jones, a Toronto lawyer, who acted for Mr. Pedley in the Blood Indian Reserve transaction, was also brought into service for these deals.

A declaration of trust entered into between the three officials cited that it was deemed inexpedient to tender in their own name for the lands they were desirous of acquiring, and that they procure Allan [sic] Bedford-Jones to tender for them, and to hold the same for them.

Mr Bedford-Jones in his turn secured other instruments actually to put in the tenders.

The first tender was made on November 14, 1901, and the gentlemen secured by Mr. Jones to put in the tenders were R.B. Beaumont [sic], G.W. Marsh, and C.E.MacKenzie, of Toronto.

The Commissioner finds that the eivdence conclusively shows that three or four hundred bland tenders were prepared at the city of Ottawa and brought from Ottawa to Toronto by Messrs. Smart and Pedley, or one of them, and then the respective descriptions and the amount tendered on each quarter section were filled in at Mr. Jones' office in the city of Toronto, on November 13, 1901. A cheque in some instances and a Dominion Express order in other instances accompanied each tender. Three or four hundred tenders were all successful with the exception of some eight or ten.

These tenders were for lands in the Moose Mountain Reserve. The report and the analysis of tenders accompanying it, and the evidence of W.A. Orr, show that prior to the receiving of the tenders, two reports had been made as to the value of these lands. These reports were in the department and available to Mr. Smart, as Deputy Superintendent General of Indian Affairs. Mr. Smart in his evidence, states that he was not aware of it. Nevetheless they were there for his examination and available for his guidance when he was making the tender on behalf of himself and Pedley and White, and Mr. Orr swears that they were not open to the inspection of the public, which would include other persons making tenders.

Mr. Smart, in his evidence, admitted that he prepared the three statements which were produced later from the evidence of Mr. Bedford-Jones, showing the figures upon which they based the amount which they had decided to offer for each quarter section. The tenders for Moose Mountain Lands were open on or about the 15th November, 1901, by Mr. Orr and J.D.McLean, Mr. Smart was not present.

At the time of the making of the tender on the Moose Mountain reserves, Mr. Smart was Deputy Superintendent General of Indian Affairs. Mr. Pedley was Superintendent of Immigration, and Mr. White was Inspector of Immigration. The erea of land purchased in connection with the Moose Mountain reserves was slightly over 45,000 acres. The purchased [sic] price of Messrs. Smart, Pedley, and White on their tenders was $54,850. The land was sold by them on April 18, 1903, for $112,500, or at profit of $57,150.

The profits on the other Indian lands which they purchased in 1901 were $8,155 on the Chacastapaysin lands, $18,000 on lands known as the Reserve #100, or $84,335 in all. These lands have all been paid for by the people to whom they were sold by Smart, Pedley, and White, with the exception of about $1,000.

In connection with Chacastapsin lands, the Commissioner draws special attention to a memorandum by James A. Smart, which reads as follows:

> "The Department of Indian Affairs, Canada, Ottawa, November 14, 1901.
> Memorandum, Mr. McLeod:
>
> I expect to be away for a few days. Regarding the tenders for Chacastapaysin lands and Moose Mountain reserves, you have better open them with one of the officials, and prepare a statement with report recommending the highest tenders in each case. The tenders of course must be in accordance with the notice of tender. I advise you to extend the time for the Chacastapasin for a week. The others can be arranged at once.
>
> Signed, J.A. Smart, Deputy Superintendent-General.

The Commissioner points out that if the extension of time for the opening of the tenders had not been made Messrs. White, Smart, and Pedley could not have put in tenders, as they had not done so up to November 14, nor had aneyone put in tenders on their behalf. Mr. Smart at first denied the authenticity of this memorandum, but later admitted that it had appenrently emanated from him. The tenders for the Chacastapasin reserve were put in by J.W. Smith, while those for Reserve 100 were signed by A.S. Menary, a young lady, who was a stenographer in the office of Marsh and Marsh, in Toronto. At the time the latter tenders were put in there had been a change in the positions respectively of Messrs. Pedley and Smart, no doubt their zeal on behalf of the public was deemed deserving of recognition. Mr. Pedley had been moved from the position of Superintendent of Immigration to that of Deputy Superintendent General of Indian Affairs. Mr. Smart had been appointed to the position of Deputy Minister.

Pedly, together with Orr and McLean, were present when Reserve 100 tenders were opened.

The Commissioner calls attention to the fact that while Pedley kept two bank accounts, he did not deposit the considerable amounts of money received by him from these ventures in either account, but kept it in his pocket or in a safe at home.

During the year 1903 these three gentlemen had a company incorporated for the purpose of handling their land deals and the Commissioner caustically remarks that one would well understand the following extract from one of their cicular:

> We have exceptional facilities for dealing with Government lands and acting as Parliamentary Agents for same.

The Commissioner states that he had not considered the legal liability of these three gentlemen, but he had no hesitation in saying tha their actions, owing to the fact that they are all in the service of the Government of Canada, were highly improper. He recommends that some course should be adopted, if possible, whereby officers holding positions in the Department cannot purchase or deal in, or acquire lands as was done by these three gentlemen, in competition with the public.

With reference to W.J.While, the only one of the three who is still in the employ of the Government, the Commissioner finds that Mr. White while travelling about in connection with his duties as an officer in the service, improperly devoted his time and attention to the effecting of the sale of the lands which he and his associates had purchased; that he improperly availed himself of the opportunities afforded to him as an Immigration Officer of placing these lands for sale with various real estate brokers and other whom he considered might sell or dispose of the same; and that among those with whom he placed these lands were other officers or employes [sic] in the service of the Government of Canada, nearly all of them having offices or places of business in the United States.

The Commissioner takes the ground that necessarily there must have been a conflict between Mr. White's personal interests and the duties which he owed to the Government of Canada.

Ottawa Evening Journal, April 15, 1915

"A Tract of 28,000 Acres of Grazing Land Granted - No Application made; Commissioner Ferguson's Report Shows that Mr. J.G. Turiff, Liberal M.P., was Involved in Land Deal; Entered Application Which Was Not Made; Lieutenant Governor Brown, of Saskatchewan, secured 1,000 Acres at $1 per Acre, Afterwards Expropriated at $25.

The balance of T.R. Ferguson's report which was laid on the table yesterday afternoon was replete with sensations in addition to those which have already been published.

Honourable Frank Oliver and Robert Cruise, M.P., have been seriously involved in the revelations already made, but in the matter of a grazing lease in Southern Alberta, J.G. Turiff, at present Liberal M.P. for Assiniboia, is involved although has was not a member of Parliament at the time, the deal was pulled off.

In this case, the nominal applicant for the lease was H.P. Brown, Great Falls, Montana; the real applicant was J.D. McGregor, of Brandon, Manitoba, and the beneficiary, A.J. Adamson, of Winnipeg, Manitoba.

J.G. Turiff, a brother-in-law of A.J.Adamson, was at the time Land Commissioner of the Department of Interior, at Ottawa and voluntarily increased the acreage of the lease granted, from 32,000 acres to 60,000 acres, an unasked for increase of 28,000 acres. Not only that but a closed irrevocable lease was granted, although not asked for.

The nominal applicant for this lease had no knowledge that he had been granted an area of 28,000 acres more than he had asked for, until he was informed of the fact by Commissioner Ferguson. Not only did he not know, but he had assigned his right to the grazing lease before the same was granted.

The application for the ranch was first put in on May 26, 1902, and the evidence is that the lands described in the application aggregate a total of about 32,000 acres. This is the only application ever received by the Department.

H.P. Brown, in his evidence, swore that when he was in Ottawa on or about May, 1902, he met James D. McGregor, of Brandon, and Mr. McGregor asked him if he would allow him to use his mane in applying for a grazing lease in Canada. McGregor gave as a reason that personally, he held about all the land that he was legally entitled to. Brown acceded to the request. This was on May 26, 1902. Brown had no further dealings relative to the application but on September 17, 1903, an assignment of his right to the ranch was sent to him by mail by McGregor, and he executed it. He swore that he had never seen the assignment until he received it from McGregor, and it went into the possession of Adamson on or about the month of September, 1903.

Some months after receiving the assignment and during 1904, A.J.Adamson, caused to be incorporated, through his solicitor, G.E. McCraney, M.P., a company known as the Galway Horse and Cattle Co., and the name of that company was written into the blank assignment, and other blans filled in. In this way the company became the holder of the application.

The Commissioner calls attention to the fact that the Galway Horse and Cattle Co., Ltd., acquired the tract without paying anything for it. It cost nothing, and after holding it, and paying one instalment of rental to the Dominion Government, amounting to $650, it was sold about March, 1906, to one John Cowdry, of Macloed, Alberta, for the sum of $22,500 without having been used or stocked in any way.

Mr. Adamson, in his evidence, swears that early in 1903, he came to the conclusion that he would not complete the application for these lands. Commissioner Ferguson remarks that this date is contemporaneous with the increase in acreage.

The Commissioner finds that the evidence shows conclusively that neither J.D. McGregor nor H.P. Brown had anything whatever to do with the increase in the acreage from 32,000 to 60,000 acres.

Although neither Brown nor McGregor was taking any interest in this application in March 1903, Mr. Turiff placed a memorandum upon the file to this effect:

> In January last, H.P. Brown made application to have township 13 and that part of township 14, west of the Bow River, added to his former application for a grazing lease. Please have it added and included and also have a memorandum to council prepared.
> J.G. Turiff, Commissioner.

The Commissioner finds that Mr. Brown never made any such application; he never gave instructions or authorized Mr. Turiff or anyone else to make the statement contained in the memorandum. This is Brown's sworn evidence.

McGregor swore that the first knowledge he had of the increase acreage he obtained from Commissioner Ferguson.

With regard to Turiff, notwithstanding that statement contained in his memorandum, he states upon oath that he cannot say he got those instruction from Mr. Brown, in fact he admits that it is reasonable to assume from the evidence that he did not.

Following is an extract from the evidence of Mr. Turiff on this point:

> Mr. Ferguson - "Can you tell me, as commissioner, what basis you had for putting that memorandum on the file saying 'in January last, Mr. Brown made this application to add to that land?"
>
> Mr. Turiff - "No, I cannot remember now, wha--"
> "You cannot? What induced you to write that memorandum?"
> "I do not remember anything about it,"
> "And this is the best you can tell me?"
> "That is the best that I can tell you."

The Commissioner if surprised at Mr. Turiff's poor memory in connection with this transaction, particularly as he made a trip to the ranch in company with Mr. Adamson.

The Commissioner now calls attention to the fact that it was a rule of the Department in passing an order-in-council which is worded in such a way as permitted of the granting of such a lease as might be decided on in the Department.

The Commissioner devoted some attention to the action of the Department in passing and order-in-council which is worded in such a way as permitted of the granting of such a lease as might be decided on in the Department.

The Commissioner notes that this order is notable in several ways. One of them is that it is the same order by which they afterwards discussed, closed, irrevocable grazing leases of James D. McGregor, on another tract altogether, and of Arthur Hotcake of Moose Jaw, also upon another tract were allowed [sic]. Those latter leases are referred to in the Southern Alberta Land Co.

The Commissioner directs attention to another new departure in this extraordinary lease. When Mr. Adamson sent in his assignment and cheque to the Department there was more than $2,400 rental due. However, it was never paid, nor demaded. The evidence also goes to show that Honourable Frank Oliver, the Minister, knew that these arrears were due.

The Commissioner in summing up, finds that through laxity a concession of 28,000 acres of grazing lands was granted when there was no applicant for it. A twenty-one year closed irrevocable lease was granted, whereas only a twenty-one year closed lease was applied. There was the laxity relative to the posting of proper notices calling for protest against the proposed lease. Finally, there was the neglect to collect $2,400 as arreas of rental.

In the matter of Craven Dam, Walter Scott, George W. Brown and J.G. Turiff and Dominion lands, the evidence discloses that three different parcels of land embracing 1,000 acres, more or less, were applied for by George W. Brown, at present Lieutenant-Governor of the Province of Saskatchewan. They afterwards received some notoriety by reason of proceedings in the Exchequer Court of Canada, on a petition of right and by reason of expropriation of proceedings instituted by the Government of the Dominion of Canada, upon the occasion of the construction of what is known as the"Carven Dam", at the south end of Long Lake, in the Province of Saskatchewan.

The Commissioner finds that the evidence showns that the relationship existing between J.G. Turiff, then land commissioner, the said George W. Brown, and Walter Scott, now Premier of the Province of Saskatchewan, was such that the land commissioner unhesitatingly acceded to the request made by W. Scott on behalf of Mr. Brown for lands which is some instances Brown could not himself obtain from the department. The evidence, according to the commissioner, also shows that in acceding to the request made Walter Scott on behalf of Mr. Brown for lands which in some instances Brown could not himself obtain from the department. The evidence, according to the commissioner, also shows that in acceding to the request made by Walter Scott the rights of the other persons were disregarded. Further, that Mr. Scott did not hesitate to use his political influence in Mr. Brown's behlaf, and succeeded where the latter failed.

This is in every respect a very remarkable transaction.

It was clearly shown in evidence before the commissioner that his one thousand acres of land was acquired by the Browns from the Government at $1 an acre, and the balance acquired by the application of half-breed scrip.

In writing to Walter Scott asking him to procure these lands for him, George W. Brown, represented that they were of very small value; 518 acres he says are submerged by the waters of Long Lake and the remaining 122 acres being worthless land, gravelly and stony. It is only on occasional years that the crops amount to anything.

The letter was written on April 24, 1900, at Regina, yet in January, 1906, when the Crown proceeded with the construction of the dam at Craven, Saskatchewan, and required this land, it had risen in value, according to Mr. Brown, to $100 an acre. The land was expropriated and the value of the lands fixed at $25 per acre, which sum, the then owner, James W. Brown as paid, although he had purchased them six years previously at $1 an acre.

The Commissioner finds that these lands were sold without inspection by the Crown and the Commissioner suggests that no Government lands should disposed of without reliable inspection and valuation.

The Commissioner finds that the land secured by Mr. Brown had been improperly held for him at the request of Walter Scott, although other applications came in to them.

The officers of the Department were entirely in the dark as to whom these lands were being for, but Mr. Turiff knew, as is proven by the order, which he wrote across Mr. Goodeve's memorandum.

42 The Leader-Post Regina, Saskatchewan Saturday, March 31, 1979

Surrenders of Indian lands a shadowy and unsavory business

Indian treaties remain Canada's unfinished business, a fact that is being brought to the fore by an increasing number of Indian organizations.

The most advanced of these organizations, at least on the Prairies, is the Federation of Saskatchewan Indians (FSI) and Leader-Post reporter Lindsay Taylor spent the last two months interviewing FSI representatives, researchers and other experts in preparing these stories on various aspects of the issue.

The FSI is devoting a considerable amount oftime and resources to place this unfinished business before the federal government.

Native leaders are basing their hopes for future economic and social development on land settlements — traditional land claims in areas where treaties were never signed, fulfillment of those treaties which were signed and surrenders, or alienation, of large tracts of Indian land by the government, often using dubious means.

Land claims are an historic reality, dating from the Royal Proclamation of 1763 which provided for the protection of Indian lands from settlers until such time as the Indian rights to the land had been assigned to the Crown.

The treaties covered Indian peoples in Ontario, the Prairie Provinces, the Northwest Territories and parts of British Columbia. There are large areas of Canada where no treaties were ever signed and areas where treaties were signed only recently, such as James Bay in Quebec where traditional lands were vested in the Crown for certain rights and privileges such as cash, economic development and adjacent land.

Lindsay Taylor

In many areas such as the Prairies, the treaties which were signed were never fulfilled.

Treaties covering Saskatchewan, Alberta and parts of Manitoba provided for grants of land totalling 640 acres for each family of five, or 128 acres for each band member. That land in many instances — 15 of which are fully recognized and documented in Saskatchewan — was never handed over and remains to be provided by either the federal government or the province.

The third claim of unfinished business being made by Indian organizations concerns the propriety and legality surrounding tracts of land which "surrendered" to the Crown in return for either cash or in exchange for other tracts of less valuable land.

The FSI has spent the last three years investigating documents relating to those surrenders and is continuing its quest to prove that the Canadian government did not act in the best interests of Indian people when those surrenders were obtained and in many cases the land was obtained through means employing outright fraud, coercion and threats, leaving further unfulfilled promises.

The FSI has spent more than $100,000 in its search for documentation and the Ottawa-based historical research firm of Tyler, Wright and Daniel Limited has put the information together into a comprehensive package documenting instances of fraud perpetrated upon Indian bands in the early 1900s as the government of the day continued its policy of rapid settlement of the Canadian Prairies by European immigrants.

The FSI and Tyler, Wright and Daniel Limited co-operated fully in making documents available to compile the following account of one such instance.

During the 1896-1911 period of settlement on the Prairies, Indian bands "surrendered " more than 620,000 acres — fully one-fifth of all reserve land on the Prairies — to the Government of Canada.

And the names of Smart, Pedley and White are mud to a increasing number of Plains Indians.

For there is growing evidence that the three conspired in "wholesale fraud," yet none of the conspirators was ever brought to justice and only one resignation from a senior government position resulted from the criminal activities that were destined to bring each sizable personal gain.

The Federation of Saskatchewan Indians (FSI) is out to tell the story of the three, dubbed "the unholy trinity" — James A. Smart, deputy superintendent general of Indian affairs to November, 1902, and deputy superintendent of immigration to November, 1904; Frank Pedley, deputy superintendent of immigration who succeeded Smart as the No. 2 man in Indian affairs until forced from office in 1913; and, William J. White, an immigration inspector who resigned from government service in 1924.

Main thrust of the federation's move to publicize examples of wrongdoing is its continuing attempt to regain native title to the vast tracts of surrendered prairie.

No one is sure how much of the land was surrendered illegally, acquired by corrupt officials within Sir Wilfrid Laurier's government of the day, or to what levels the corruption reached. But, there are indications a number of prominent Prairie Liberals were involved in the illegalities. Sir Clifford Sifton was Superintendent General of Indian Affairs and Minister of the Interior until 1905 and the minister directly responsible for Smart, Pedley and White.

It was November, 1896, and James A. Smart was touring the Moose Mountain district of southeastern Assiniboia (as the area was then called) keeping a sharp eye for lands suited for rapid European settlement.

Work on the Canadian Pacific Railway

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Sir Wilfrid Laurier

into the area had just begun, there were large stands of timber and the area had just experienced an exceptionally good harvest. It would have been difficult to have found a more ideal area for the settlement policies of the administration of the time.

Smart, appointed deputy minister of the interior only a year before, was immediately impressed and enthusiastically informed Sifton "It occurred to me that two Indian reserves at the west end of the mountain, one called Pheasant's Rump and the other Ocean Man ... containing altogether about 50,000 acres of land, would be an excellent location for probably 500 families of Galicians, if the reserves were taken over and the Indians in it (sic) placed on the White Bear reserve to the east of the mountain.

"There are only 90 Indians, men, women and children on these two reserves that I speak of, and one to the east has only about 220; and it seems ridiculous to lock up such a splendid piece of land for so few people."

On Dec. 3, 1898, Smart instructed his subordinates within the department of Indian affairs to "take immediate steps to see upon what terms the two Indian reserves, the Pheasant's Rump and Ocean Man, can revert to the government for the use of the department of the interior ... by removal of the Indians to the eastern reserve, known as White Bear's ..."

The Assiniboine bands on the two reserves were judged to be "self-supporting," and had thus achieved the elusive goal that an economy-minded government had set for Indian bands in the north west. The third band, on the White Bear's reserve, did not speak the same language as its counterparts and was hardly likely to welcome these "newcomers." This obviously did not deter Smart.

Under the terms of the Indian Act of 1876, the same document which virtually unchanged still governs the lives of Canada's status Indians, a "surrender" would have to be obtained from the bands and fair compensation would have to be paid for the land.

David Laird, the newly appointed Indian commissioner at Winnipeg, suggested $1 per acre be offered — a considerable sum at the time, being a total of $47,000 — but far below the $3-per-acre being paid for adjacent railway lands.

The 25-square mile Chekakastapasin reserve near Prince Albert, obtained through a disputed land surrender, was for sale to settlers at a price of $2 to $2.50 per acre and after six months still remained unsold. Considering this, it was likely that Smart would encounter difficulty in justifying the $47,000 purchase price of the Pheasant's Rump and Ocean Man reserves to a government anxious to sell land for settlement.

But fate was to intercede on Smart's behalf in the form of "Count" Zoltan von Rajcs, an Austrian-Hungarian land promoter who advertised himself as a former landowner and textile factory owner, but who lacked sufficient funds to bring his wife and family to this "land of plenty."

Von Rajcs had dubbed himself a journalist and was travelling the Canadian West writing a book to attract Hungarian immigrants to the as-yet-unsettled Prairies. His trip was at the expense of Sifton's department of the interior.

"The Count's" journalistic talents obviously did not impress the department, for he was dismissed in March, 1899, but, undaunted, while still in Ottawa he proceeded to give the press details of a grand scheme to attract hundreds of his fellow countrymen onto prairie homesteads.

Von Rajcs reappeared in Prince Albert in April still lacking both funds and settlers. He proposed to the board of trade, which by this time was desperate for settlement into the area, that should he receive civic support and land at a reduced cost he could well alleviate its problems.

In a display of civic spirit, two board members travelled to Ottawa and entrusted obtaining the Chekakastapasin Reserve to Saskatchewan, Member of Parliament Thomas Osborne Davis, an embarrassment to the government of the day, but nevertheless a faithful party supporter representing an important constituency.

Being careful to commit nothing to paper, Davis unmercifully badgered Sifton and Smart until on June 20, 1899, he obtained an agreement to sell the reserve to an "unnamed trustee" of a Hungarian colony at a cost of $1.50 per acre.

The significance of the sale obviously was not lost on Smart who was an active participant in the negotiations. Three days after the sale he instructed an assistant to: "Let me have a complete report regarding the Pheasant's Rump and Ocean Man reserves, the number of acres and the price at which the Indians agreed to sell (they never had), and any other particulars you can give."

Something was in the wind...

Smart now was faced with a number of problems in obtaining the land, not the least of which was obtaining the $47,000 purchase price and the fact that his name or that of any person within the department could not appear on documents offering to purchase the land.

Smart, Pedley and White found the man to assist them in Wilbur Van Horn Bennett, the Canadian government immigration agent at Omaha, Neb., a subordinate who had already displayed a readiness to ignore both ethics and official regulations when it suited his purposes. Bennett was also well connected with several wealthy landowners and bankers in the area, including Joseph G. Armstrong, a Canadian-born banker who was interested in acquiring north west lands for speculative purposes.

Bennett left for the Pheasant's Rump and Ocean Man reserves in November, 1899, and was summoned to Ottawa immediately upon his return to confer with his superiors.

Ten days following his return, a five-page letter was sent Sifton offering to purchase the entire Pheasant's Rump and Ocean Man reserves at just under 90 cents an acre, provided the purchasers place 25 settlers on the 47,000 acre tract. The entrepreneurs further offered to establish two immigrants on the land by spring, 1901, providing their offer was accepted within the following few months.

The letter bore the signatures of Armstrong and George Frederick West, Omaha passenger agent for a number of American railways and one of Bennett's sub-agents who was being paid on commission for each settler sent to Canada.

West's signature was real enough, but Armstrong's signature had been forged by Bennett.

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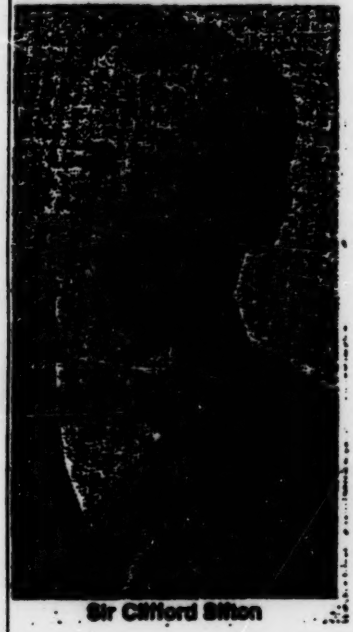
The plan was safe enough.

Smart, Pedley, White and Bennett would buy the land through West and resell to an unknowing Armstrong at a profit. Department of Indian Affairs files were closed to public scrutiny and the deal would be "highly recommended" by high officials (none other than Smart, Pedley and White themselves) under Sifton, who would be ultimately responsible for recommending the sale to cabinet.

The letter was forwarded to Ottawa by Bennett, who in a covering letter attested to the "integrity," prominence," "experience" and "ability" of the men said to be behind the project.

The West and (forged signature of) Armstrong proposal was finally approved by all senior people within the department by Feb. 27, 1901, at a price of $1.11 per acre. Only the consent of the Indians to surrender, the sanction of the Governor General in Council and payment of the money remained.


Sir Clifford Sifton

Commissioner David Laird was sent out into the field with the expressed purpose of obtaining the surrenders of the Pheasant's Rump and Ocean Man reserves. He forwarded the completed forms to Ottawa March 27, 1901, with a terse report that he experienced little difficulty in obtaining the consent of the two bands.

Some years later, an account by Xavier James McArthur, signed Feb. 19, 1934, tells a far different story.

McArthur was the translator at the original surrender meetings. He wrote that while one of the surrenders was obtained, the other band was threatened with eviction with the assistance of the Royal Northwest Mounted Police and finally forced off its land. McArthur said the land was sold by the speculators for more than $300,000, with the Indian bands receiving only $80,000 for the land they gave up.

McArthur signed an affidavit to that effect, on April 25, 1972, shortly before his death.

In any event, the surrender was never questioned as to its authenticity. On April 3, 1901, Sifton attached his signature to a memorandum to the Privy Council recommending the acceptance of the surrenders and sale of the reserves under the terms advocated in the West and "Armstrong" letter. Only the formality of cabinet approval stood between it and final acceptance.

Armstrong was brought to the reserves that April and following a tour proceeded to Winnipeg to meet the surveyor who was to subdivide the land. But just as things seemed to be going well, the whole scheme fell apart...

Armstrong visited Souris, a prosperous town south of Brandon, Man., which was settled by pioneers from Millbrook, Ont., Armstrong's hometown. He soon began to boast of the "deal" he was being offered and he even offered some of the townsfolk "a piece of the action." His talk became general knowledge and even made its way into the newspapers.

Armstrong's friends were known to be Tories, a fact that outraged five prominent Liberals and supporters of Sifton, in whose Manitoba constituency they resided. They were convinced that they, perhaps more than any others, fully deserved reward for their unwavering political faithfulness.

The outraged Liberals immediately dispatched a delegation to meet with Sifton in Ottawa, pausing only long enough to telegraph May 18, 1901:

"We want an interview on arrival at Ottawa on Monday re purchase of Indian Reserve at Moose Mountain prepared and expect to close deal for five Souris friends. We claim first consideration (sic)."

Smart and friends must have spent a very uncomfortable two days fending off the Souris delegation with its cries of outrage. Smart tried to claim the deal was nearly complete but the delegation had heard otherwise. To show the letter from West and "Armstrong" must have been tempting but there remained the chance that word of the letter might reach the ears of Armstrong who was still in the dark about the true terms of the sale.

Signatures forged by same man

The two-man delegation was finally dispatched home to Souris with Smart's assurances that should the five outraged constituents submit written application for the lands, they would receive consideration.

With the sale of the Pheasant's Rump and Ocean Man reserves in a shambles, Smart suddenly received word from Davis that sale of the Chekastaspasin reserve, too, had failed due in part to adverse reaction from certain Saskatchewan constituents upset that Hungarians rather than "our own Ontario immigrants" would be placed on the land. (Saskatchewan at that time was part of the North West Territories but throughout this story is referred to as Saskatchewan for purposes of convenience.)

Wilbur Van Horn Bennett's services were called for once again.

White travelled to St. Paul, Minn., meeting Bennett there and hastily submitted an offer for the Chekastaspasin Reserve over the forged signatures of "J. W. Mitchell" and "John C. Neeley" of Council Bluffs, Iowa. The true John N. Neeley was a clerk in West's railway office.

Davis argued adamantly with Sifton that the offer not be accepted, rather that the land be sold in quarter sections to his own Saskatchewan constituents, but Smart and White argued relentlessly for sale to "Mitchell and Neeley". Sifton approved sale to the wealthy "Americans," but without telling Davis, who was again trying to sell the land. Clearly a crisis situation was brewing, and, again, Smart and White were thwarted.

Frank Pedley

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Something would have to be done if the three government officials were to keep any profit from the sale of the three reserves out of the hands of the Souris Liberals and the Saskatchewan MP.

On Oct. 2, 1901, Smart recommended to Sifton that the lands be sold by public tender to the highest bidder and the Superintendent General of Indian Affairs agreed.

In the meantime, winter was rapidly approaching and the bands from the Pheasant's Rump and Ocean Man reserves had moved onto the White Bear's reserve — minus a $5,000 relocation allowance agreed upon because Smart had not yet been able to sell the land. He recommended against use of department money to provide housing funds prior to the onset of winter, presumably as a lever to facilitate quick tendering of the lands.

Smart set the deadline for tendering sale of the three reserves at Nov. 15, 1901, leaving less than seven weeks for the sale to be advertised in Saskatchewan and Manitoba and for tenders to be received for opening in Ottawa. Smart was to be in control of awarding the tenders.

Under Smart's terms for the sale; each of the bids was to be accompanied by a five per cent deposit and each quarter-section on the reserves must be bid for individually — resulting in the need for 437 individual tenders for the three reserves.

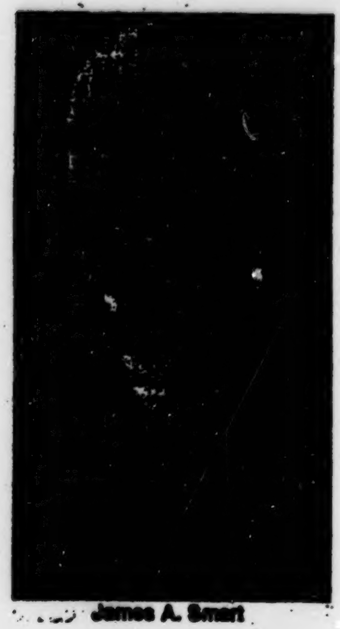
Smart placed ambiguous advertisements for the sale in only three newspapers, leaving the impression that only one-quarter section could be bid upon, giving inadequate description of the lands being advertised and leaving less than three weeks for readers to submit bids.

The advertisement in the Assiniboia newspaper left only eight days for the completed tenders to reach Ottawa — an unlikely occurance, transportation being what it was in 1901.

The advertisement in the Prince Albert paper, notifying residents of the "impending" sale, ran a scant four days before the close of tenders — leaving it physically impossible for tenders to be received in Ottawa!

Obviously, the confusion and problems surrounding the advertisements did not occur accidentally.

Smart, Pedley and White were no fools — they knew that as senior government officials, their names could not even be remotely connected with the tenders received for the purchase of the three reserves. To this end, Alban Cartwright Bedford-Jones of Toronto, Pedley's former law partner, was enlisted. He, in turn, arranged to hold the land for the three until it could be profitably resold. He arranged to have the tenders submitted over the names of three other Toronto lawyers: R. B. Beaumont, G. W. Marsh, and E. C. Mackenzie.


James A. Smart

Smart, Pedley and White then began the arduous task of preparing the tenders, submitting, on final count, a total of 313 separate bids for individual quarter-sections of land on the Pheasant's Rump and Ocean Man reserves. Two government-owned typewriters were employed for the typing of the submissions — one normally used by Pedley, and the other by his clerk L. M. Fortier.

So confident were the conspirators, that they did not even bother to purchase their own paper, the tenders were typed on blank sheets of Department of the Interior stationery.

The tenders were given to Smart who, using department records listing the value of the land, inserted a bid price. The whole lot was bundled off to Bedford-Jones who affixed the forged signature of one of the three Toronto lawyers.

Bedford-Jones' handwriting showed the strain.

On one occasion he signed "G. W. March" and on another began signing 'Bedford-Jones', instead of 'Beaumont'. It had been a busy day.

The papers were submitted to Smart, the government official responsible for the tendering process.

The three senior government officials obtained approximately 45,000 of a possible 47,000 acres on the Pheasant's Rump and Ocean Man reserves, at an average price of $1.23 per acre. Within a few months, through immigration agents in the U.S., the land was sold to American land speculators at $2.50 per acre, netting the three a combined profit of more than $57,000.

Souris Liberals also submitted bids, but at an "unnaturally low" price as suggested by Smart during their meeting in Ottawa. They were almost completely hoodwinked, only five of the Souris tenders having been accepted.

The work of Smart, Pedley and White continued with the tendering of the Chekastapasin Reserve, the deadline for which had been extended to Nov. 22, 1901.

Once again, blank tender forms were typed out, this time on two typewriters, one normally employed by Smart, himself. The bid prices were filled by hand, again using values from government files, and the 128 tenders were given Bedford-Jones for signature.

Sale of reserves in shambles

This time, Bedford-Jones was assisted by J. W. Smith, a travelling salesman who resided at his boarding house.

When the Chekastapasin bids were opened the three men had obtained [illegible] acres out of a possible 14,884 acres at an average price of $1.43 per acre. This land, too, was resold within three months at a price of $2.50 per acre — netting the three more than [illegible].

Roy A. Huber, a retired director of the laboratories and identification services branch of the RCMP crime lab in Regina, now living in Ottawa, has determined that 313 of the tenders submitted for the Pheasant's Rump and Ocean Man reserves, and 127 tenders submitted for the purchase of the Chekastapasin reserve, were prepared on four typewriters normally used in the department of Indian Affairs during that period.

Huber also concluded that the signatures of R. B. Beaumont, G. W. Marsh and E. C. Mackenzie on the Pheasant's Rump and Ocean Man bids were all forged by A. C. Bedford-Jones, the former law partner of Pedley, deputy minister of Indian Affairs from 1902 to 1913.

The on-going research by the Ottawa firm of Tyler, Wright and Daniell Limited, on subsequent surrenders and sales shows the "unholy trinity" failed in its

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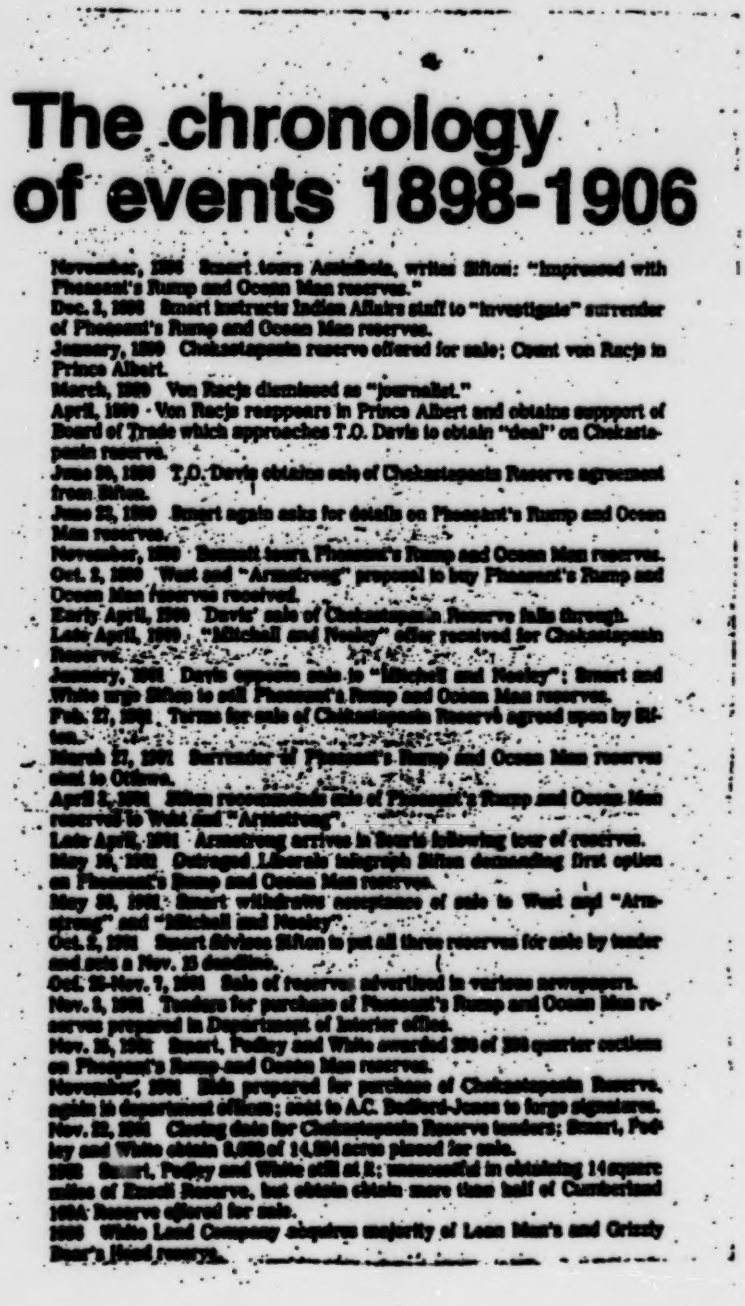

The chronology of events 1898-1906

November, 1898 Smart tours Assiniboia, writes Sifton: "Impressed with Pheasant's Rump and Ocean Man reserves."
Dec. 2, 1898 Smart instructs Indian Affairs staff to "investigate" surrender of Pheasant's Rump and Ocean Man reserves.
January, 1899 Chekastapasin reserve offered for sale; Count von Racjs in Prince Albert.
March, 1899 Von Racjs dismissed as "journalist."
April, 1899 · Von Racjs reappears in Prince Albert and obtains suppport of Board of Trade which approaches T.O. Davis to obtain "deal" on Chekastapasin reserve.
June 20, 1899 T.O. Davis obtains sale of Chekastapasin Reserve agreement from Sifton.
June 22, 1899 Smart again asks for details on Pheasant's Rump and Ocean Man reserves.
November, 1899 Bennett tours Pheasant's Rump and Ocean Man reserves.
Oct. 2, 1899 West and "Armstrong" proposal to buy Pheasant's Rump and Ocean Man reserves received.
Early April, 1900 Davis' sale of Chekastapasin Reserve falls through.
Late April, 1900 "Mitchell and Neeley" offer received for Chekastapasin Reserve.
January, 1901 Davis opposes sale to "Mitchell and Neeley"; Smart and White urge Sifton to sell Pheasant's Rump and Ocean Man reserves.
Feb. 27, 1901 Terms for sale of Chekastapasin Reserve agreed upon by Sifton.
March 27, 1901 Surrender of Pheasant's Rump and Ocean Man reserves sent to Ottawa.
April 2, 1901 Sifton recommends sale of Pheasant's Rump and Ocean Man reserves to West and "Armstrong".
Late April, 1901 Armstrong arrives in Souris following tour of reserves.
May 16, 1901 Outraged Liberals telegraph Sifton demanding first option on Pheasant's Rump and Ocean Man reserves.
May 28, 1901 Smart withdraws acceptance of sale to West and "Armstrong" and "Mitchell and Neeley".
Oct. 2, 1901 Smart advises Sifton to put all three reserves for sale by tender and sets a Nov. 15 deadline.
Oct. 25-Nov. 7, 1901 Sale of reserves advertised in various newspapers.
Nov. 1, 1901 Tenders for purchase of Pheasant's Rump and Ocean Man reserves prepared in Department of Interior office.
Nov. 15, 1901 Smart, Pedley and White awarded [illegible] of [illegible] quarter sections on Pheasant's Rump and Ocean Man reserves.
November, 1901 Bids prepared for purchase of Chekastapasin Reserve, again in department offices; sent to A.C. Bedford-Jones to forge signatures.
Nov. 22, 1901 Closing date for Chekastapasin Reserve tenders; Smart, Pedley and White obtain [illegible] of [illegible] acres placed for sale.
1902 Smart, Pedley and White still at it; unsuccessful in obtaining 14 square miles of Enoch Reserve, but obtain obtain more than half of Cumberland 100A Reserve offered for sale.
1906 White Land Company acquires majority of Lean Man's and Grizzly Bear's Head reserve.